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LONDON, APRIL 9, 1910.

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All letters intended for publication must be authenticated by the name of the writer.

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## Current Topics

The "Expected" Resignation of a King's Bench Judge.

THE PROMINENCE given by the *Times* of Wednesday to the statement that "it is generally anticipated" that, on the coming into force of the Bill for the appointment of two additional judges of the High Court three new judges will be appointed to the King's Bench Division, owing to the "expected" resignation of one of the existing judges, and the very peculiar wording of the paragraph, set the gossips eagerly to work. The general impression appears to be that the judge referred to is SUTTON, J., who has been so long absent owing to illness, but the recent accounts of the condition of this learned judge have been uniformly favourable.

## The Late Mr. F. Dawes.

OUR CITY readers will learn with regret of the death, at the comparatively early age of fifty-two years, of Mr. FRANK DAWES, of the firm of Messrs. Bircham & Co., solicitors, of Old Broad-street, and Parliament street, Westminster, and a member of the Council of the Law Society. He was educated at Wellington College, and, having been articled to Mr. W. D. FRESHFIELD, the senior partner in the well-known firm of Freshfield & Williams, was admitted in 1882, and, we believe, for several years remained with Messrs. Freshfield. In 1889 he joined the firm of Messrs. Bircham & Co. He described himself as a parliamentary agent, but we have always understood that his chief concern was with the initiation or carrying through of important financial schemes, and probably he was as expert a financier as he was a skilful solicitor. His life was a busy one and a successful one; but from the nature of his transactions there is little which can be recorded without the consent of clients. He was elected a member of the Council of the Law Society in 1904, and held that position till his death.

## The Cause Lists.

THE APPEAL List shows a total of 145 appeals, as against 161 at the commencement of the last sittings. Of these appeals ninety-two are from the King's Bench Division (there were ninety-three at the commencement of the last sittings), and twenty-five only from the Chancery Division. This is an unusually small number, there having been forty at the commencement of the last sittings and fifty-three at the commencement of

the last preceding sittings. The efficient judges of this Division may be probably congratulated on the confidence which their judgments inspire. The aggregate of the Chancery Cause Lists has risen from 323 causes and matters and forty company matters at the commencement of the last sittings to 355 causes and matters and thirty-eight company matters. The King's Bench Division lists have been worked down from 931 at the commencement of the last sittings to 843.

#### Letters "Without Prejudice."

IN THE COURSE of the taxation of a bill of costs, the client applied by summons that certain parts of an affidavit by the solicitor in the taxation should be struck out, as they set out letters written "without prejudice." The Master allowed the application. Upon an adjournment into court, Mr. Justice JOYCE, on Wednesday last, after saying that the matter could have been dealt with more conveniently by moving to discharge the order and setting down the motion in the paper the next day, dismissed the application. An affidavit might be struck out if it were scandalous or scurrilous, but there was no precedent for striking out matter merely because it contained evidence which ought not to be admitted. To determine the admissibility might involve going into the whole case on a point which could be dealt with at the hearing. Irrelevant or inadmissible evidence was constantly inserted in affidavits. There was no precedent for the present application, which was dismissed accordingly.

#### "Cestuis que Trustent."

WE PRINT elsewhere a letter from a correspondent protesting against the use in our columns of the expression *cestuis que trustent*. He says that this "barbarism" is in accordance with the usage of the profession, and disfigures most conveyancing books, but he sees no reason why it should disfigure our columns. We agree with our correspondent, and have in numerous instances struck it out and substituted the phrase *cestuis que trust*, but, somehow or other, the head-note of the learned reporter referred to by our correspondent went to press without alteration. The last-mentioned phrase—*cestuis que trust*—is used in Lewin on Trusts, though it is to be remarked that the author usually avoids its use by employing the singular number. But no one who knows Mr. LEWIN'S reputation for antiquarian precision would suppose that he abandoned *cestuis que trustent* without good reason. While we are on the subject of propriety of diction, we may mention that a recent correspondent objected to the use by a valued contributor (*ante*, p. 335) of the phrase "Divorce, Probate and Admiralty Division" as the description of the court over which Sir S. EVANS now presides. Should it not be "Probate, Divorce and Admiralty Division"? he asks. We think that, in strictness, it should, since that title for the conglomerate court or division is used in section 8 of the Supreme Court of Judicature Act, 1887. But, except in official documents, the order of words in the title appears to be immaterial.

#### "Null and Void" in Statutes.

SECTION 59 of the Act 1 & 2 Vict. c. 106 (relating to residences of the clergy) enacts "that any agreement made for the letting of the house of residence . . . shall be made in writing, and shall contain a condition for avoiding the same upon a copy of [certain documents] being served upon the occupier thereof, or left at the house, and otherwise shall be null and void . . ." In a recent case before SWINFEN EADY, J. (*Rickard v. Graham*, *Times*, 25th March), it was in vain contended that the statute meant what it said, and a lease of a rectory which did not contain the condition required by the statute was held to be voidable only, and, under the circumstances, perfectly valid. The ground of the decision was that the object of the statute was not to prevent the letting of rectories entirely, and that full effect could be given to the statute, and to the object of public policy which it had in view, by holding "null and void" to mean "voidable" only. Reference was made to *Doe v. Bartle* (5 B. & Ald., at p. 501), where ABBOTT, C.J., said: "It is laid down by Lord COKE (2 Inst. 386) 'that a case out of the mischief intended to be remedied by a statute should be construed to be out of the purview, though it be within the words.' Now, I am

quite satisfied that this case is out of the mischief intended to be remedied." So here SWINFEN EADY, J., was quite satisfied that the case was out of the mischief intended to be remedied, and he accordingly held it to be out of the purview of the statute. The aptest illustration of "void" in a statute being held to mean "voidable" is, of course, to be found in the Bankruptcy Acts.

#### The Perjury Bill.

THE PERJURY BILL, which has been introduced by the Lord Chancellor as the first step towards the codification of the criminal law, consists of twenty clauses only, and appears to be in the main a measure of consolidation of statute law. Clause 1 (1) gives a definition of perjury: "If any person lawfully sworn as a witness in a judicial proceeding wilfully makes a statement material in that proceeding, which he knows to be false or does not believe to be true, he shall be guilty of perjury." Subsequent paragraphs of the same clause define "judicial proceeding," and extend the definition to cases where a statement is made, not before the tribunal itself, but before a person authorized to obtain evidence on oath for the purposes of a judicial proceeding. Clause 2 deals with similar statements on oath made otherwise than in judicial proceedings, and clauses 4 and 5 with false statements with reference to marriage and to births or deaths. In numerous cases declarations may be, or are required to be, made under statutes. A list of such statutes is contained in Schedule I., and where a person declaring under a statute knowingly and wilfully makes a statement false in a material particular, he is to be liable to the penalty stated in the fourth column of the Schedule over against the enactment in question. This method of legislation will doubtless get rid of a large number of particular statutory provisions, but it will still leave the law in a complicated state. There cannot be very many different degrees of false statement, and it should be possible to classify false statements and attach punishments to each class. This would mean alteration in the law, and no such step is now, it seems, in contemplation; but it would be an obvious improvement. The remaining clauses deal with false declarations made to obtain registration for carrying on certain vocations (clause 6), with subornation (clause 7), and with matters of procedure. The third schedule contains a long list of statutes which are to be repealed wholly or in part.

#### The Settled Land Bill.

THE SETTLED Land Bill, which has been prepared on the instructions of the Council of the Law Society, and which has been in several sessions before Parliament, has been re-introduced by Mr. HILLS. Its object is to remove various defects in the Settled Land Acts, 1882 to 1890, which have been revealed in practice, and the Bill is in the main in the same form as after it had been amended by the Select Committee of the House of Lords in 1906. The chief difficulties in the exercise of the statutory powers over settled land are connected with compound settlements, a phrase which has been invented since the Act of 1882 came into operation. Apparently it was not foreseen that the estate of the tenant for life would be subject to possible variation by the effect of resettlements, and that trustees appointed for the purpose of one settlement might not be trustees of the settlement arising under a resettlement; or that when an estate was settled by reference to another settlement, it would by no means follow that the same trustees would be trustees for the purpose of the Settled Land Acts of both settlements. These are technicalities which have been discussed of recent years in numerous cases, of which *Re Mundy's Settled Estates* (1891, 1 Ch. 399), *Re Cornwallis West and Munro* (1903, 2 Ch. 150), *Re Wimborne and Browne* (1904, 1 Ch. 537), and *Re Coull's Settled Estates* (1905, 1 Ch. 712) may be taken as typical. The Bill deals with these matters in clauses 4 and 11, which may be regarded as the most important parts of the Bill, and if they became law they would have the effect of rendering unnecessary many applications to the court for the appointment of trustees of a compound settlement. It may be observed, however, that they will still leave the law in an exceedingly complicated state, and it is unfortunate that the required improvement cannot be obtained, and simplicity also secured, by a re-enactment of the relevant provisions of the Settled Land Acts in a form adapted

to actual requirements. The present Bill, if it ever becomes law, can only be regarded as a stepping stone to that result.

#### The Libraries of Country Law Societies.

ONE WOULD suppose that the library of a country law society is one of the most important advantages which the society has to offer to its members. A private law library of any considerable dimensions is an expensive thing to acquire and maintain—treatises are constantly going out of date and new editions have to be purchased, or new works of merit on the subjects of such treatises are published which ought to be acquired. Then in the course of use the books become dilapidated and have to be rebound, and the binding of reports is a constant source of expense. The keeping by the society of a good law library saves its members from the necessity for having at their offices any large collection of law books, and gives them (or ought to give them) access to the latest information on any branch of law likely to be required by them. Does the country law society's library always fulfil this requirement? Are not the treatises in the library sometimes obsolete, or not selected with a view to the main wants of the members? Are important new law books relative to such wants purchased from time to time? We have been led to these questions by a passage in the report of the Wakefield Incorporated Law Society, which states that the committee are engaged in thoroughly revising and bringing the library up to date and disposing of obsolete volumes. Would not this work be desirable in other cases? This society, although a comparatively small one, spent during the past year more than one-third of its income on its library, and the books purchased, a list of which is given in the appendix, appear to have been selected with great judgment. Such selection requires a good deal of consideration. Certain periodical works—such as a series of reports, the Annual Practice or the Yearly Practice, Stone's Justices' Manual, or the Magistrates' Annual Practice and the Yearly County Court Practice, annual digests and annual statutes—must necessarily be acquired. Then it is essential that a good collection of precedents in conveyancing, brought down to date, should be added, and here the choice is between KEY and ELPHINSTONE and Mr. UNDERHILL's useful Encyclopaedia. Standard works on the Workmen's Compensation Act, the Construction of Wills and Deeds, Landlord and Tenant, Bankruptcy, Solicitors, Husband and Wife and Infants, are also necessities. A Digest of Cases Overruled will also be found of much advantage, and copies of private Acts relative to the society's district should be obtained. After these wants have been supplied, the committee will exercise a free hand in the selection of works of less practical importance.

#### Forfeiture for Non-compliance with Condition as to "Residence" in Will.

CASES relating to conditions in wills requiring "residence" are not numerous, and *Auld and Another v. Pinney and Others*, just decided by the Scottish courts, may be of interest to English practitioners. The late JAMES RODGER, who died in May, 1873, bequeathed a share of his estate to the three children of his brother, ALEXANDER RODGER (ALEXANDER and JAMES RODGER and Mrs. MARY PINNEY), subject to a life estate in their father. At the time of the testator's death, his brother and the three children were resident in America, and by a clause in the will the testator declared that the provisions in their favour should only take effect "in the event of his and their returning to Scotland within the period of three years from the date of my decease and thereafter continuing to reside permanently in Scotland." The claimants ALEXANDER and JAMES RODGER maintained that the forfeiture only took effect in the event of knowledge on their part within three years of their uncle's death of his death and of the provision in their favour. And inasmuch as they were ignorant of both matters until long after the expiration of the three years after their uncle's death, they had not incurred the forfeiture of their proportion of their father's share under the will. Mrs. PINNEY admitted that she knew about her uncle's death and of the provisions of the will in her favour before the expiration of the three years, but alleged that she had no such knowledge prior to her marriage, after which she was

bound to adhere to her husband, an American citizen, who was unwilling to leave America and go to Scotland. Mrs. PINNEY's statement was not admitted by the trustees, but they did not dispute that her brothers were ignorant of her uncle's death and of the provisions of his will until after the expiration of the three years. Lord GUTHRIE, sitting in the Outer House of the Court of Session, dismissed the claims of the two brothers. It had been argued that by the law of Scotland an ordinary clause of forfeiture would not operate in the absence of knowledge on the part of the persons against whom it was pleaded. It was unnecessary to decide this point, for the learned judge held that the testator had provided for intimation to his brother ALEXANDER and his three children, and that this intimation was duly made. The same result did not necessarily follow in the case of Mrs. PINNEY. The correspondence shewed that it was her marriage which prevented her from coming to Scotland with her father, and if she did not voluntarily, with full knowledge of the facts, disable herself from fulfilling the condition imposed by her uncle, the learned judge, as at present advised, thought that it would be *contra bonos mores* to hold the forfeiture applicable in her case. This last ruling of Lord GUTHRIE is in accordance with *Wilkinson v. Wilkinson* (L. R. 12 Eq. 604) decided, by Sir JOHN STUART, V.C., in 1871—a decision which has never, to our knowledge, been questioned in the English courts.

#### Interrogation of Accused Persons by the American Police.

THE AMERICAN newspapers give an account of the arrest of a young man who is charged with a murder of peculiar atrocity. We have no desire to express any opinion as to the weight of the evidence on which this charge is founded, but in the same newspapers we read that the prisoner after his arrest was subjected night and day to persistent cross-examination by the police, who, not content with plying him with questions, did their best to terrify him by false statements as to the evidence which had been collected in support of the charge. The criminal law and procedure of the American States are supposed to be founded on that of England, and Englishmen who know how far the prisoner in this country is protected against all judicial questioning before or at the trial, will ask whether the criminal procedure of the American States has been changed, and whether they have adopted that which prevails in Continental countries. Some answer to this question is given in a recent number of the *American Law Review*. The writer explains that the legal rule in the United States is similar to that in England, "But prosecuting attorneys and police officers and police detectives do not hesitate to conduct the most searching, rigid, and often brutal examinations of accused or suspected persons, with all the appearance of legality and of having the power of the State behind them. The ordinary malefactor is bullied, and even sometimes starved and tortured, into confession by officers of the law." No explanation is given of this painful disregard in an English-speaking community of the ordinary principles of equity and justice. As a rule the police force in American towns is under municipal control, and it is almost unnecessary to say that there have been serious scandals affecting the municipal government of New York and other large cities. It may well be that the police are selected without regard to their character or reputation, and that after being appointed they are not subjected to proper supervision. But a stronger reason for the tolerance of abuses in the police force is probably the absence of a public feeling like that which in this country takes alarm at any instance of tyranny or oppression on the part of the officers of the peace.

#### Nuisance from Attractive Shop Windows.

WE READ that at a meeting of London traders it was resolved that a deputation should wait upon the Commissioners of Metropolitan and City Police with the object of obtaining the assistance of the police in regulating crowds in front of shops and some guidance as to the conditions under which shop windows may be so arranged as to cause spectators to assemble on the foot pavements. The object of the meeting was, in fact, to protest against the law which prohibits any dealer from exposing his wares for sale so as to be a nuisance in the public street. A

stationary crowd in front of a metropolitan shop is, perhaps, better behaved than it was a century ago, and brings fewer evils in its train. But its tendency is still to drive old persons and females from the footpath into the carriage way, to occasionally attract pickpockets, and to injure the business of neighbouring shops. But those present at the meeting thought little of these inconveniences. They were wholly dissatisfied with a system "which penalized the trader who shewed enterprise in making shop windows specially attractive," and drew attention to the fact that the police allowed the Strand, night after night, to be occupied by crowds waiting for the opening of the theatres. They also complained of the distinction made by the police, who interfere if the obstruction is caused by moving figures in the shop, but if the display is merely that of the trader's ordinary goods, take no notice, though in law there can be no difference. We can only say with regard to these observations that one nuisance does not justify another; that the obstruction from crowds in front of theatres is not, as a rule, during the busy part of the day, and that, in any case, theatres are liable to proceedings for a nuisance. In days when our public thoroughfares are thronged with rushing motor carriages, it is no light matter that pedestrians should be driven from the foot pavement into the carriage way. The shop-keepers who attended the meeting are really asking to be allowed to carry on their business to the annoyance of the public.

#### Pawnbrokers and Stolen Goods.

THE POLICE magistrate for Westminster had recently before him a case in which the prisoner pleaded guilty to a number of charges of theft from the Army and Navy Stores, Harrod's, Selfridge's, and other shops. He had pledged the articles which he had stolen with a pawnbroker, who deposed that the prisoner always said that they were presents to him. The prisoner's excuse—if excuse it can be called—was that he was led into theft by finding that pawnbrokers received the things which he had stolen without the least inquiry. The magistrate commented, as magistrates have often commented, upon the extraordinary facilities given by pawnbrokers for the disposal of stolen property. Expensive articles, quite new, had been taken in pledge for sums far beneath their value, and without the least investigation. While it cannot be disputed that there is ground for these observations, it is very difficult to think of any adequate remedy. The number of applicants for small advances is enormous. What proof of title to the goods pledged or of *bona fides* is to be required? The pledgor would rather that his friends did not know of his transaction with the pawnbroker, and searching requisitions would send him away to someone who was less scrupulous. The Mont de Piété in Paris is said to give greater facilities than the English system for the recovery of stolen goods. It is said, on the other hand, that officialism, which must prevail where a large staff is employed, makes it more difficult for the poor to obtain advances. The French people are probably more thrifty, and are certainly more tolerant of red tape, than the inhabitants of this country. And it must, after all, be remembered that pawnbrokers are not the only persons who accept mendacious statements from the dishonest. Bankers, hotel keepers and experienced tradesmen are deceived in the same fashion.

#### Implied Term in the Engagement of an Actor for a Fixed Period.

THE CIVIL Court at Berlin has just given its decision upon the interpretation of a contract for the engagement of an actress by the director of a theatre. The actress complained that, although she was engaged at a high salary, the director had given her no parts of any but the smallest sort, and that during the previous year she had on 300 days no rôle whatever assigned to her. The court gave its decision in her favour, holding that the contract must be taken to mean that the director was bound to assign her rôles "in proportion to her knowledge and capacity," and that where he had other equally capable actors at his disposal, he ought not to exclude one in particular but should give work to all in turn. If it were otherwise, actors and actresses of the higher ranks would be seriously injured, because they would

easily lose their ordinary powers and suffer loss of reputation. The English courts have already given a similar decision in *Fechter v. Montgomery* (33 Beav. 22), where a leading provincial actor was engaged by the manager of a London theatre for a term of two years at a weekly salary; and the Master of the Rolls held that, although there was no express provision on the subject, the contract was not merely an agreement to secure the services of the actor, but to give him an opportunity of appearing upon the London stage and before a London audience. This harmony between the decisions of nations governed by different systems of law may be explained by the modern tendency to endeavour to ascertain in the construction of agreements what was the common intention of the parties, and to refuse to be tied down by the literal meaning of the terms used.

## Constitutional Law.

THE proposals for reforming or altering the constitution of the House of Lords, and the Parliamentary debates on the subject, have brought constitutional law into prominence recently. Now, constitutional law is, in England, so much a thing apart from the ordinary run of the practitioner's interests that it may well happen that the practising lawyer is not more at home in discussing points to which public attention is drawn than the politician who is not a lawyer at all. It is well to recur to first principles occasionally. One of the very first principles of all is a right understanding of what is meant by constitutional law, and one cannot do better than quote Mr. DICEY (Law of the Constitution, p. 23): "The rules which make up constitutional law, as the term is used in England, include two sets of principles or maxims of a totally distinct character." These two sets are, as explained a little further on, "laws" in the strict sense—rules enforced by the courts, and "conventions" merely—not enforced by the courts. These two sets of rules Mr. DICEY calls respectively "the law of the constitution," and "the conventions of the constitution." If any apology is needed for explicitly stating such elementary matters, it may be found in the fact that the expression "constitutional law" is so frequently used by public men in a loose and misleading manner. A recent speech of the present Attorney-General affords a ready illustration. As reported in the *Times* of April 1st, Sir WILLIAM ROBSON said, in the course of the debate in the House of Commons (after pointing out that the Law Courts had nothing to do with the mutual privileges of the two Houses of Parliament): "It was a region in which no law existed except constitutional law, the law which was founded on custom, and constitutional law gave no legal remedy. It was sometimes said there was no wrong without a remedy—constitutional wrongs were without a remedy. What did constitutional law rest on? It rested on long practice, and custom was the basis of our law." Such a description of constitutional law, of course, leaves out of account altogether statutory modifications of the constitution, as, for instance, the Union with Scotland Act, 1706, and the Union with Ireland Act, 1801.

A passage from Blackstone's *Commentaries* has been several times quoted recently, more than once in the House of Commons as an aid to the endeavour to extract information from the Prime Minister. This passage aptly illustrates the "conventions" mentioned by Mr. DICEY. It occurs at p. 162 (1st ed.) of vol. 1 (Book I, Chapter II.): "All Bills likewise, that may in their consequences any way affect the rights of the peerage, are by the custom of parliament to have their first rise in the House of Peers, and to suffer no changes or amendments in the House of Commons." It is well to remember, in quoting this "constitutional maxim" (as it has been called) from BLACKSTONE, that, as pointed out by Mr. DICEY, the expression "constitutional law" is not used by BLACKSTONE at all.

All proposals to alter the existing constitution and the functions of either House of Parliament by means of statutory enactment must, of course, if carried out, result in increasing the "legal" element of constitutional law at the expense of the "conventional" element. It has indeed been proposed, in one

notice of motion put down in the House of Commons, that "organic constitutional laws" should be established. But a more definite and concrete suggestion, which illustrates possible additions to the "law of the constitution," is the proposal to confer statutory authority upon the Speaker to determine whether a Bill sent up to the House of Lords is a money Bill or not. The effect of this was well stated by Mr. GIBSON BOWLES in the course of debate (*Times*, April 5th), when he said that the Speaker would have to do what is usually entrusted to courts of law—construe an Act of Parliament in order to see whether any Bill came within the statutory definition of a money Bill. An alternative proposal has been made that the task of deciding whether a Bill is a money Bill or not should be committed to the Privy Council. Presumably in such a case it would actually be the Judicial Committee who would decide the question. In principle it seems to matter little what the tribunal is—the hardening of "conventions" into "law" would necessitate some sort of outside authority to adjudicate on the validity of Bills or Acts that had to comply with statute law.

The case of money Bills, and the necessity of determining whether or not a particular Bill came within the statutory definition, so as to bar the Upper House from touching it, is exactly illustrated by the Queensland case of 1886. What happened in Queensland would happen here. A dispute arose between the two Houses of the Queensland Legislature as to whether the Upper House could or could not properly amend a certain Bill—an Appropriation Bill containing provisions for payment of members of Parliament. Eventually the two Houses agreed to refer the matter to the Privy Council, and the Judicial Committee made a report embodying an opinion that the view of the Lower House was correct. This comes perilously near to being a decision of a dispute between two branches of the Legislature by a court of law.

With respect to the decision of such questions by the courts of law, there is one practical difficulty which does not appear to have attracted any attention so far. Since the House of Lords is the final Appeal Court, questions submitted to the ordinary courts would ordinarily be liable to be taken on appeal to the House of Lords. The inconvenience of the House of Lords (even though actually the law lords only would constitute the House) deciding questions involving the rights of either House of Parliament would be so great as to make the creation of a special tribunal almost a matter of necessity. In the United States—our great exemplar of judge-made constitutional law—this difficulty does not, of course, occur, since the Legislature and the Judicature are completely separated, both technically and substantially.

There is one more point of difference between the United States and the United Kingdom, as the latter would be under a system of "organic constitutional laws." Any organic statute could always be repealed or altered by the British Legislature. The legislative authority of an existing Parliament cannot be limited by the enactments of its predecessors. This, of course, is not the case with the United States Legislature, which is incompetent legally to go beyond the four corners of the fundamental laws of the constitution that enable it to legislate. The same rule applies to the self-governing dominions of the British Empire. This is one of the disadvantages of a "paper" constitution. It may perhaps, after all, be found better to amend the British constitution through the machinery afforded by its "conventions" rather than resort to its "law."

## Trade Unions and Contracts in Restraint of Trade.

THE position which trade unions occupy in the law, as legal for some purposes and illegal for others, raises, as the books shew, questions of considerable nicety, and a further contribution to their elucidation has been made by the Court of Appeal in *Russell v. Amalgamated Society of Carpenters and Joiners* (1910, 1 K. B. 506). Before the Trade Union Act, 1871, a trade union was an

illegal society for all purposes, since its very object was to place either masters or workmen, or both, under restraints as regards trade, and, being illegal, the fact that its members acted in concert made them liable criminally under the law of conspiracy. Section 2 of the Act of 1871 put an end to the criminal liability by enacting that the purposes of a trade union should not, by reason merely that they were in restraint of trade, be deemed to be unlawful, so as to render any member of the union liable to criminal prosecution for conspiracy or otherwise; and the same policy was carried further by the Conspiracy and Protection of Property Act, 1875, and the Trade Disputes Act, 1906, which removed successively the criminal and civil liability incurred by persons acting in combination in furtherance of a trade dispute. But the Trade Union Act, 1871, also enacted, by section 3, that the purposes of a trade union should not, by reason merely that they were in restraint of trade, be unlawful so as to render void or voidable any agreement or trust, and, had the Act stopped there, it would seem that trade unions would have been legalized for all purposes. At any rate, the objection of illegality on the ground of restraint of trade would not have stood in the way of enforcement of agreements between the members *inter se*. But the Legislature, having got so far, proceeded in the following section to qualify very materially this legalization of trade union objects; and section 4 enumerated various agreements which were not to be directly enforceable by virtue of the Act, though nothing in the section was to be deemed to constitute any of such agreements unlawful. The enumerated agreements include agreements for the application of the funds of a trade union to provide benefits for members.

It is not easy to conjecture why this particular class of agreements was excluded from the benefit of the Act. *Prima facie* the most praiseworthy object of a society of workpeople is to raise funds to be applied for their benefit, and it might have been thought that the Legislature, if it legalized trade union agreements at all, would have legalized agreements of this nature, and would have made them enforceable. They are essentially different from agreements with regard to conditions on which members of a trade union shall be employed, which are also enumerated in section 4, and so excluded from the Act. It was pointed out, however, by JESSEL, M.R., in *Rigby v. Connol* (14 Ch. D., p. 489), that the object of the partial legalizing of trade union agreements and trusts was to protect the members against the dishonesty of their own officials, and to enable them to recover property from third persons, but agreements between the members *inter se* were not intended to be made enforceable. "It was not intended," said the Master of the Rolls, "that the contracts entered into by members of the society should be made legal contracts *inter se*, so that courts of justice should interfere to enforce them."

This result of the Trade Union Act, 1871, has rendered it necessary in a succession of cases to examine the rules of trade unions with a critical eye, and to ascertain whether it is possible to separate the rules under which a benefit is claimed by the plaintiff from the rules which are purely in restraint of trade. If this is possible, then the plaintiff is not concerned with the Trade Union Act, 1871, at all. His union, so far as regards the benefit rules, is not an illegal society, and there is nothing at common law to prevent his suing to enforce the agreement constituted by his membership under these rules. But if the separation cannot be effected—if the benefit rules are so mingled with purely trade union rules and objects that the stamp of illegality at common law is on the whole—then the plaintiff would have to look to the statute to remove the illegality, and the statute gives him no help. His action is to enforce an agreement to provide benefits for members, and such an agreement cannot be directly enforced. In *Rigby v. Connol* (*supra*) the plaintiff failed on this ground, but it does not seem to have been there suggested that the rules of the society could be separated into legal and illegal rules. In *Swaine v. Wilson* (24 Q. B. D. 252) the separation was made, but it was made upon the ground that the general objects of the society were legal—that it was in fact a friendly society—and that the rules in restraint of trade were subordinate. "If," said LINDLEY, L.J., "the objects of the society are themselves legal, the introduction of some objection-

able rules will at most only have the effect of rendering those particular rules invalid."

In *Gozney v. Bristol Trade and Provident Society* (1909, 1 K. B. 901) it was held that the rules of the defendant society were not illegal on the ground of restraint of trade, notwithstanding that the society was in the rules stated to be a trade union, and that they provided for payment of strike pay. But COZENS-HARDY, M.R., recognized the possibility of distinguishing between legal and illegal rules. "Even," he said, "if one particular rule in a society of this nature could be pointed out as being in restraint of trade, it would not prevent the court from exercising jurisdiction for a breach of other rules not open to that objection." In the recent case of *Russell v. Amalgamated Society of Carpenters and Joiners* (*supra*) the possibility of separating the rules has been discussed more fully than in the earlier cases, with the result that the doctrine cannot be relied upon unless there is a complete separation of the friendly society purposes from the trade union purposes, a separation which did not there exist. "This is not," said VAUGHAN WILLIAMS, L.J., "a case in which there is a complete separation of the purposes of the society as regards the fund applicable to what I may call friendly society purposes, and that applicable to the trade union purposes." And as an instance of the manner in which the friendly society and trade union purposes were blended, he observed that a breach by a member of the trade union rules involved the liability to loss of all the friendly society benefits. "That fact," he added, "goes a very long way towards the conclusion that the main object of this society is that of a trade union and not that of a friendly society." FARWELL, L.J., proceeded on the same principle of requiring complete separation of the friendly society and trade union purposes. "If," he said, "there were two distinct sets of rules constituting two distinct contracts with separate funds applicable respectively to militant and beneficent purposes, exclusively of each other, the case might be different; but there are here no separate funds, and nothing to prevent funds standing to the credit of benevolent purposes from being applied to militant purposes, and the two portions of the union are bound together by the indissoluble nexus that members may be entirely expelled from the society and lose all the benefit advantages by reason of some breach of a militant rule."

The result is that, in considering whether the benefit rules of a trade union can be severed from others so as to render them enforceable, it is necessary to regard them, not by themselves, but as a part of the entire scheme of the society's constitution. If the society is primarily a trade union—that is, a society intended to impose restrictions on conditions of employment—and if the benefit of the friendly society portion of the rules is made dependent upon the member complying with the trade union rules, the whole rules form part of one scheme, and that an illegal scheme. Consequently, the court has no power to secure for members the benefits for which they have contracted. To enable the court to have this power, the society must have so framed its constitution and its rules that the trade union purposes and funds are distinct from the benefit purposes and funds, and that a member who offends against the former shall not lose his rights under the latter. This makes it less easy to take advantage of the distinction recognized in *Swaine v. Wilson* (*supra*), but it applies a more certain test than has hitherto been available.

## Reviews.

### The Public Authorities Protection Act.

THE PUBLIC AUTHORITIES PROTECTION ACT, 1893 (56 & 57 VICT. C. 61), WITH NOTES OF ALL THE CASES THEREON, TABLE OF CONTENTS AND CASES, AND INDEX. By F. J. FORDER LAMPARD, Barrister-at-Law. A. Chris. Fowler.

The Public Authorities Protection Act, 1893, effected a useful change in the form of the statute law as to limitation of time and payment of costs in actions brought against public authorities, and it allowed of the repeal of the numerous separate provisions as to these matters which were contained in particular statutes. In this respect it formed an important contribution to the simplicity and uniformity of the law. As to the propriety of the short limitation

of time—six months—which it established, the same commendation cannot be given, since in practice it is too short to insure compensation for injury. Since it was passed, its provisions have been frequently before the courts, and in the present work Mr. Lampard prints the text of the Act and usefully explains it by reference to the recent decisions. Important questions have arisen, for instance, as to the actions which are within the scope of the Act, and in *The Burns* (1907, P. 137) it was held that, since the Act spoke of actions "against any person," it did not extend to an action *in rem*. Again, in the case of continuance of injury or damage, the period of limitation runs from its cessation, and the nature of continuing injury was considered in *Earl of Harrington v. Derby Corporation* (1905, 1 Ch. 205), and more recently in *Hague v. Doncaster Rural District Council* (100 L. T. 121). On these and other points Mr. Lampard's book gives a clear statement of judicial views as to the construction of the statute, and it will be a useful guide in litigation affecting public authorities.

## Books of the Week.

BUTTERWORTH'S TWENTIETH CENTURY STATUTES (ANNOTATED): BEING THE PUBLIC GENERAL ACTS PASSED IN THE YEARS 1900-1909, EXCLUDING ACTS IN FORCE ONLY IN SCOTLAND, THE CHANNEL ISLANDS, AND THE ISLE OF MAN, ISSUED UNDER THE GENERAL EDITORSHIP OF H. H. KING, ESQ., B.A., LL.B., BARRISTER-AT-LAW. IN FIVE VOLUMES. BUTTERWORTH & CO.

A TREATISE ON THE LAW RELATING TO BANKERS AND BANKING COMPANIES, INCLUDING NOTES AND CASES DECIDED IN THE CANADIAN COURTS, AND AN APPENDIX CONTAINING THE MOST IMPORTANT ENGLISH AND CANADIAN STATUTES IN FORCE RELATING THERETO. BY THE LATE JAMES GRANT, ESQ., BARRISTER-AT-LAW. SIXTH EDITION. BY A. M. LANGDON, ESQ., K.C., M.A., B.C.L., AND HERBERT JACOBS, ESQ., B.A., BARRISTER-AT-LAW, ASSISTED BY A. C. FORSTER BOULTON, ESQ., BARRISTER-AT-LAW. WITH A CHAPTER ON GOODS AND DOCUMENTS OF TITLE TO GOODS, BY DAVID C. LECK, ESQ., BARRISTER-AT-LAW. CANADIAN NOTES, BY A. C. FORSTER BOULTON, ESQ. BUTTERWORTH & CO.

THE SALE OF GOODS ACT, 1893, INCLUDING THE FACTORS ACTS, 1889 AND 1890. BY SIR M. D. CHALMERS, K.C.B., C.S.I. (DRAFTSMAN OF THE ACT). SEVENTH EDITION. BUTTERWORTH & CO.

THE SECRETARY'S MANUAL ON THE LAW AND PRACTICE OF JOINT STOCK COMPANIES, WITH FORMS AND PRECEDENTS. BY JAMES FITZPATRICK, F.C.A., AND T. E. HAYDON, M.A., BARRISTER-AT-LAW. THIRTEENTH EDITION. JORDAN & SONS (LIMITED).

THE TRANSFER OF STOCKS, SHARES, AND OTHER MARKETABLE SECURITIES: A MANUAL OF THE LAW AND PRACTICE. BY F. D. HEAD, B.A. (OXON.), BARRISTER-AT-LAW. HENRY GOOD & SON.

EVIDENCE IN BRIEF: A CLEAR AND CONCISE STATEMENT OF THE PRINCIPLES OF EVIDENCE. BY V. DEVEREUX KNOWLES, BARRISTER-AT-LAW. SECOND EDITION. EFFINGHAM WILSON.

BUTTERWORTH'S WORKMEN'S COMPENSATION CASES. VOL. III, QUARTERLY ADVANCE SHEETS (PART I, 1910). EDITED BY DOUGLAS KNOCKER, BARRISTER-AT-LAW. CONTAINING COMPLETE REPORTS OF ALL CASES ENTERED IN THE LISTS OF THE HOUSE OF LORDS AND COURT OF APPEAL FOR MICHAELMAS TERM, WITH DIGEST AND INDEX. BUTTERWORTH & CO.

CRIMINAL APPEAL CASES: REPORTS OF CASES IN THE COURT OF CRIMINAL APPEAL, MARCH 11TH, 12TH, 1910. EDITED BY HERMAN COHEN, BARRISTER-AT-LAW. VOL. IV, PART VI. STEVENS & HAYNES.

## Correspondence.

### Notice to Pay Off Mortgage.

[TO THE EDITOR OF THE SOLICITORS' JOURNAL AND WEEKLY REPORTER.]

SIR.—Referring to your comments, under "Current Topics" in your last week's issue, relative to your correspondent's letter under the above heading, we would draw your attention to the wording of sub-section (i) of section 20 of the Conveyancing Act, 1881.

It seems to us to be clear that the notice given to enable a sale to take place at the expiration of three months after the service of the notice must be a notice requiring immediate payment, otherwise default will not have been made in payment for three months after such service, for there can be no default until the time fixed for the payment has arrived. This appears to make it clear that the mortgagor is entitled to pay as soon as the notice is served, and with interest up to payment only, as the mortgagee must of necessity have called upon him to pay at once, and therefore cannot be entitled to refuse the money. To hold that a man can be in default as to a payment, and yet not entitled to pay, would be a somewhat peculiar decision.

FLETCHER & FLETCHER.

15, Post Office-avenue, Southport, April 5.

[We are not sure that section 20 (i) of the Conveyancing Act, 1881,

assists the matter, for, according to the judgment of Swinfen Eady, J., in *Barker v. Illingworth* (1908, 2 Ch. 20), the default referred to in that section is not a default created by the notice, but default arising through non-payment on the day originally fixed.—ED. S.J.]

### A Case for Charity.

[To the Editor of the *Solicitors' Journal and Weekly Reporter*.]

Sir.—The name of Mr. H. T. Darling was widely mentioned in the Press when he retired in 1905 from the position of usher, which he had occupied in the Courts of Justice for upwards of forty years. He was the doyen of the ushers, and was known to practically all the leading members of the legal profession throughout a long period.

Mr. Darling is the recipient of a pension of less than £70 a year, and on his retirement he attempted to increase his means of livelihood, and use the services of those dependent on him, by keeping a lodging-house at a seaside town in Kent. Unfortunately, this venture turned out badly. Mr. Darling is now completely crippled by rheumatism and unable to do anything for his own support; and owing to the liabilities incurred in his unsuccessful enterprise, he is in the most urgent need of assistance.

I feel that many members of the legal profession might like to save this veteran servant of the law from the extremity of destitution in his old age, and I shall be glad to receive any subscriptions which may be sent for the purpose. They should be addressed to Messrs. Bull & Bull, 3, Stone-buildings, Lincoln's-inn.

WILLIAM BULL.

Vencourt, King-street, Hammersmith, W., April 2.

### "Cestuis que trustent."

[To the Editor of the *Solicitors' Journal and Weekly Reporter*.]

Sir.—On page 377 of the *SOLICITORS' JOURNAL* of the current volume, you use the words "cestuis que trustent." This is in accordance with the usual usage of the profession, I am aware, but surely it is quite wrong, as the word "trust" is a noun, not a verb. The words at length would be *cestuis qui ont le trust*.

The barbarism *cestuis que trustent* disfigures most conveyancing books, but there is not any reason why it should also disfigure your columns.

E. T. HARGRAVES.

52, Coleman-street, London, E.C., April 5.

[See observations under the head of "Current Topics."—ED. S.J.]

### Points to be Noted.

#### Common Law.

**Estate Duty—Foreign Bonds.**—By sections 1 and 2 of the Finance Act, 1894, estate duty is payable on all property passing on the death of any person, with certain exceptions, which include property situate out of the United Kingdom and not comprised in previous Acts. Foreign bonds and certificates payable to bearer, passing by delivery, and marketable on the London Stock Exchange, are property, and not merely documents of title to property; and if they are physically situate in England at the time of the owner's death they are liable to estate duty.—*WINANS v. ATTORNEY-GENERAL* (H.L., Dec. 7) (54 *SOLICITORS' JOURNAL*, 133; 1910, A.C. 27).

**Income Tax—Incorrect Return.**—By section 52 of the Income Tax Act, 1842, every person chargeable is to deliver a "true and correct statement" of his income. By section 55, "if any person who ought by this Act to deliver any list, declaration, or statement as aforesaid, shall refuse or neglect so to do within the time limited" by notice, he shall be liable to a penalty. This penalty is recoverable from a person who delivers an incorrect statement, not fraudulently but negligently—that is, not according to the best of his judgment and belief.—*ATTORNEY GENERAL v. TILL* (H.L., Dec. 8) (54 *SOLICITORS' JOURNAL*, 132; 1910, A.C. 50).

**Trade Union Funds—Application to Political Purposes.**—The application of the funds of a registered trade union to political purposes (such as parliamentary representation) is illegal; and any rule of a trade union, whether original or introduced by way of amendment, which purports to authorize such application is *ultra vires*.—*AMALGAMATED SOCIETY OF RAILWAY SERVANTS v. OSBORNE* (H.L., Dec. 21) (54 *SOLICITORS' JOURNAL*, 215; 1910, A.C. 87).

## CASES OF THE WEEK.

### Probate, Divorce, and Admiralty Division.

**FORSTER v. FORSTER.** Evans, P., and Bargrave Deane, J. 5th April.

**SUMMARY JURISDICTION (MARRIED WOMEN) ACT, 1895 (58 & 59 VICT. C. 39)—FINDING OF FACT BY JUSTICES—APPEAL TO DIVISIONAL COURT—DIFFERENT INFERENCE OF FACT.**

*A Divisional Court of this Division is not bound by the finding of fact on the part of justices who have made an order under the Summary Jurisdiction (Married Women) Act, 1895, but is entitled to draw a different inference of fact from the evidence.*

Per Bargrave Deane, J., the rule adopted in the *Divorce Division*, that the evidence of a wife should be corroborated, is applicable to cases under this Act.

Appeal from order of Manchester justices, whereby the appellant husband was found to have deserted the respondent, his wife. Evidence in support of the respondent's application consisted of her own and that of her daughter. The husband gave evidence against the allegation of desertion. During the argument Bargrave Deane, J., said that separation orders were too common and too easily granted, and that, as in the *Divorce Court*, the evidence of a wife must be corroborated. The facts were of no legal interest, but counsel for the respondent contended that the *Divisional Court* was bound by the finding of fact in the court below, the demeanour of the witnesses being all-important. The cases of *R. v. Davidson and Others* (1889, 5 T. L. R. 199) and *R. v. Birwistle and Others* (1889, 58 L. J. M. C. 158) were cited in support.

EVANS, P., said that, in his opinion, the court was not bound by the justices' finding of fact. On the same facts the court was entitled under the rules to draw a different inference of fact and to come to the conclusion that there was no desertion. The cases cited did not apply, for they related to cases stated by inferior courts for the *Divisional Court of the King's Bench Division*. [The learned President then proceeded to deal with the evidence, and stated that he considered it insufficient for a finding of desertion.]

BARGRAVE DEANE, J., concurred.

The case was accordingly adjourned, with a view to the wife rejoining her husband, his counsel having extended an invitation to her to do so.—COUNSEL, Bayford; F. Newbold, SOLICITORS, Nicholson & Co., for E. A. Connor, Manchester; E. R. Keele, for T. W. Harris, Manchester.

[Reported by DIGBY COTES-PREEDY, Barrister-at-Law.]

## CASES OF LAST Sittings.

### House of Lords.

**HODGSON v. OWNERS OF WEST STANLEY COLLERY.**

27th Jan.; 3rd March.

**MASTER AND SERVANT—COMPENSATION—DEPENDENTS—SAME ACCIDENT CAUSING DEATH OF HUSBAND AND SONS—CLAIM BY APPLICANT AS WIDOW AND MOTHER—WHOLE OR PARTIAL DEPENDENCY ON HUSBAND—CHILDREN CONTRIBUTING TO SUPPORT OF MOTHER—WORKMEN'S COMPENSATION ACT, 1906 (6 Ed. 7, c. 58), s. 13.**

*The question of dependency is a question of fact. Therefore, where the sons lived with their parents, to whom they gave all their earnings, and those earnings, together with the father's, formed one common fund, out of which the whole household was maintained, and in the same accident the father and the sons were killed, the widow can claim compensation in respect of the death of her husband and also for the death of her sons.*

*Decision of the Court of Appeal (reported 53 *SOLICITORS' JOURNAL*, 732, 73 L. J. K. B. 1066) reversed.*

*Senior v. Fountaine & Burnley (Limited) (1907, 2 K. B. 563) and McClean and Wife v. Moss Bay Iron and Steel Co. (Limited) (25 T. L. R. 633) (followed in Court of Appeal in this case) discussed and distinguished.*

Appeal by the applicant from a judgment of the Court of Appeal affirming an order of the County Court judge of Durham upon a special case stated by the committee under the *Workmen's Compensation Act, 1906*. The facts were shortly these: The applicant was the widow of a collier named Anthony Hodgson. The latter's family consisted of himself, his wife (the present applicant), a son, Joseph, aged 25; another son, Sidney, aged 19, and six other children. The father and the two sons Joseph and Sidney were all employed in the West Stanley Colliery. The father's average weekly earnings were £2 1s. with house and coals. The average weekly wage of Joseph was £2 3s. 6d., and that of Sidney £2 6s. 7d. The sons lived with their parents, to whom they gave all their earnings, and such earnings, together with the father's, formed one common fund, out of which the whole household was maintained. In February, 1909, there was an

accident at the colliery, and both the father and the two sons were killed. The widow, on behalf of herself and the six surviving children, whose ages varied from 17 to two years, made application under the Workmen's Compensation Act, 1906, and claimed compensation in respect of the death of all three men. The county court judge was of opinion, having regard to decisions in the Court of Appeal in *Senior v. Fountain & Burnley (Limited)* (1907, 2 K. B. 563), and in *McClean and Wife v. Moss Bay Iron and Steel Co. (Limited)* (25 T. L. R. 633), that he was bound to hold that the applicants were wholly dependent on the father, and he made his award on that footing, awarding the widow £300 in respect of the death of her husband only. But he intimated that if he was not bound by the authorities, or had misapplied them to this case, then he was prepared to award the widow £250 in respect of the death of her husband, £100 in respect of the death of her son Joseph, and £100 in respect of the death of her son Sidney. The Court of Appeal affirmed the decision of the county court judge. The widow appealed.

THE HOUSE having taken time,

Lord LOREBURN, C., in giving judgment, said that liability in respect of the death of the husband was admitted, but two objections were raised to the widow receiving compensation in respect of her two sons' deaths. The first objection was that though there were three deaths in this accident, yet the applicant could not recover more than the maximum provided in the schedule in respect of one workman's death. There was not a word in the Act to justify that contention. The Act did not say that a defendant could not receive more than the maximum, but only that an employer should not be required to pay more than the maximum in respect of one workman's death. How that could limit the employer's liability to the same sum, whether the number of deaths were one, two, or three, his lordship could not understand. Then it was argued that the mother was in the eye of the law wholly dependent upon her deceased husband, and, being so, could not possibly be in any degree dependent upon her two deceased sons, for that would involve a logical contradiction. In this case such a presumption was diametrically opposed to the facts. The mother was not in law wholly dependent on her late husband. She and her family were dependent upon those who supplied them with the means of subsistence—her husband and her two wage-earning sons. After referring to two cases which had been considered by the Court of Appeal, his lordship said it was one thing to say that in a particular case a father was partly dependent on his sons' contributions because they assisted him in discharging his legal duty of maintaining his family; it was quite a different thing to say that in all cases while the father was alive the mother was wholly dependent upon him. The Act was full of difficulties, but so far as the present subject was concerned its provisions were simple enough. If a workman was killed in an accident, all who were dependent upon him (within the prescribed limit of kinship) might claim compensation from the employer. If two workmen were killed they might twice claim, and so on according to the number of workmen killed. The employer was protected by a statutory limit of liability in regard to each of the deaths. It was for the arbitrator or county court judge to ascertain, purely as a question of fact, who were dependent and to what extent, and what they were to receive, and so on in accordance with the directions of the Act. There was no room that he could see for legal presumptions. He thought that the appeal should be allowed, and there should be a declaration that Mary Hodgson and her surviving children were dependent upon the earnings of the three dead men, and that she and the surviving children were entitled to receive compensation in respect of the death of each of the deceased persons. His lordship desired to say that he thought it would be an erroneous view to hold that because the widow was only partially dependent upon the husband's earnings, therefore she could not receive the full sum of £300 in respect of his death. Her loss by his death might be £300, though she was only partially dependent upon him. He did not say that was so in this case. All he desired to point out was that the sum awarded should be proportionate to the injury.

Lord MACNAGHTEN read a judgment to the same effect.

Lord COLLINS agreed.

Lord SHAW, in concurring, said he thought that *Senior's case* was founded on misapprehension, and was erroneous. The county court judge there came to the conclusion "that the mother and younger children were not wholly dependent on the father's earnings." He thought that was a conclusion and finding of fact. In reversing that conclusion the court was truly reversing a conclusion in fact; and the finding or opinion that the mother and children must be treated as wholly dependent on the father's earnings was a departure from the facts found, and was not competent to a court of legal review. Following the judgment in *Senior's case* came that of *McClean and Wife v. Moss Bay Iron and Steel Co. (Limited)* (1909, 2 K. B. 521). His lordship concurred in the dissenting judgment of Buckley, L.J., and the present case, in which he fully shared the opinion of Judge O'Connor. As to the Irish case of *Reg. v. Clark* (1906, 2 Ir. R. C. L. 135), it followed from the opinion his lordship had already expressed that he agreed with the dissenting judgment of the late Fitzgibbon, L.J., in that case also. Appeal allowed with costs.—COUNSEL, *Rufus Isaacs, K.C., and Löwenthal, for the appellant; Sir R. Findlay, K.C., Mitchell Innes, K.C., and Griffiths Jones, for the respondents. SOLICITORS, *Hyman Isaacs & Lewis, for Isaacs & Heath, Sunderland; Rawle, Johnstone, & Co., for Cooper & Goodger, Newcastle-upon-Tyne.**

[Reported by ERSKINE REID, Barrister-at-Law.]

## Court of Appeal.

*RADCLIFFE v. PACIFIC STEAM NAVIGATION CO.* No. 2.

21th Feb.

MASTER AND SERVANT—WORKMEN'S COMPENSATION—APPLICATION TO REVIEW—WEEKLY PAYMENT—RES JUDICATA—CHANGE OF CIRCUMSTANCES—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, c. 58), FIRST SCHEDULE, CLAUSES 3, 16.

*On an application by the employers to review an award under the Workmen's Compensation Act, 1906, the county court judge was of opinion that the workman's chances of employment were somewhat, but not very materially, diminished by the accident, and he reduced the award accordingly. Subsequently the workman applied to review the reduced payment. It was admitted that there was no change in his physical condition, but evidence was tendered that since the previous hearing he had repeatedly applied for employment, but had failed to obtain it on account of his condition, resulting from the accident. The county court judge entertained the application, and made an award for increased payment.*

*Held, that the doctrine of res judicata did not apply to the decision of the county court judge at the previous hearing, and that there being evidence to shew a change of circumstances it was competent for him to review his award, although such applications should be jealously scrutinized.*

Appeal from an award of the judge of the Liverpool County Court sitting as arbitrator under the Workmen's Compensation Act, 1906. The facts were as follow: Radcliffe was employed as butcher's mate on one of the appellants' vessels. In 1907 he met with an accident in respect of which the appellants admitted liability. Part of one of his fingers was amputated. He was awarded in March, 1908, 15s. a week during incapacity. On the 17th of May, 1909, the appellants applied for review or termination of the weekly payment as from the 12th of May, on the ground that the respondent was not at that date or any date subsequent thereto incapacitated from following his employment by reason of the accident; evidence was given to the effect that the respondent had been doing his old work for the appellants, which was the best proof of his ability. The respondent gave evidence that by reason of the loss of his finger he could not, after his employment with the appellants came to an end, procure other employment at the abattoir or at a private butcher's through the injury to his hand. The county court judge, on the 24th of June, 1909, held that the respondent's chances of employment were somewhat, though not very materially, reduced by the loss of the first finger at the joint, and he reduced the payment as from the 17th of May, 1909, to 1s. per week. The respondent on the 20th October, 1909, applied to review this weekly payment. It was admitted that his physical condition was the same as in June. He proposed to prove that repeated applications in all likely quarters since June had established his inability to obtain employment, because doctors would not pass him fit for service on board ship as a butcher. But it was contended by the appellants that this was *res judicata*, and that no such evidence could be admitted. The county court judge did not accept this contention, and increased the payment from 1s. to 15s. From this award the employers appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and BUCKLEY, L.J.) dismissed the appeal.

COZENS-HARDY, M.R.—The material statutory provisions are clause 3 of the first schedule and clause 16 of the same schedule. It must never be forgotten that a review under clause 16 is not an appeal, nor is it a rehearing. It implies the introduction of new elements, or—as has been often said—a change of circumstances. It is not at first obvious that the doctrine of *res judicata* can in any way apply to an award which is expressly made liable to review. But it has been held, and I think rightly held, that an award stating that a man's wages at the date of the accident were x shillings cannot be reviewed on such a point: *Crossfield & Sons (Limited) v. Tanian* (1900, 2 Q. B. 629). That is a positive fact, not admitting of a change of circumstances and not a matter of opinion. The same consideration would prevent the reopening of an award finding that A.B. is or is not a dependent. On the other hand, it has been held that an award based upon medical opinion of a man's physical condition at one time in no way prevents a different award at a subsequent date when experience may have proved that the views of the doctors were wrong: *Sharman v. Holliday & Greenwood (Limited)* (1904, 1 K. B. 235). In the language of Lord Collins (p. 240):—"I think there is a change of circumstances where subsequent experiment has shewn that the previous opinion based on expert evidence was wrong." The present case, though distinguishable from *Sharman v. Holliday & Greenwood (Limited)*, ought, I think, to be governed by the principle there laid down. True, it is not a question of the inaccuracy of expert medical evidence; nor, on the other hand, is it a question of a positive fact. In June the county court judge came to the conclusion (1) that the man was able to do his work, and (2) that his chances of obtaining employment were not very materially reduced. This latter conclusion was obviously a matter not of fact, but rather of opinion. The subsequent experience may well have established the inaccuracy of this opinion, and this is a change of circumstances which justifies a review. Although I think it is competent to the county court judge to review an award similar to that which was made in June, it is right to add that any such application should be jealously scrutinized. And, further, that great care must be taken not to allow the fluctuations of

the general labour market to justify a review. But a workman is entitled to say that, although the physical effects of an accident may have disappeared or may be altered, yet he, as a damaged man, may be more and more handicapped in the labour market as years pass by. The unwillingness of masters to employ men suffering from any infirmity has been greatly increased by the Workmen's Compensation Act, and this is a circumstance which cannot be disregarded. The appeal must be dismissed, with costs.

FLETCHER MOULTON and BUCKLEY, L.J.J., also delivered judgment to the same effect, dismissing the appeal.—COUNSEL, C. A. Russell, K.C., and F. Cuthbert Smith; Horridge, K.C., and Rigby Swift. SOLICITORS, Butterell & Roche, for Weightman, Peidder, & Co., Liverpool; Rawle, Johnstone, & Co., for Bremner, Sons, & Corlett, Liverpool.

[Reported by J. I. STIRLING, Barrister-at-Law.]

**HIGGINS v. HIGGINS. CARTER v. CARTER.** No. 2. 17th Feb.

DIVORCE—KING'S PROCTOR'S INTERVENTION—DIRECTION OF ATTORNEY-GENERAL—MATRIMONIAL CAUSES ACT, 1860 (23 & 24 VICT. c. 144), s. 7—INTERVENTION DISMISSED—MATRIMONIAL CAUSES ACT, 1878 (41 & 42 VICT. c. 19), s. 2—COSTS.

*The costs of every intervention, whether by the King's Proctor or any other person, are in the discretion of the court, and the King's Proctor does not occupy any position of special advantage. He may, therefore, be ordered to pay the costs of an unsuccessful intervention.*

These two appeals, which were heard together, raised the question whether the King's Proctor ought to be ordered to pay the costs of an unsuccessful intervention. In the first case the King's Proctor asked the court to rescind a decree *nisi* upon the ground that at the hearing of the suit the petitioner withheld certain material facts from the knowledge of the court. The suit was brought by the husband, who alleged that his wife, the respondent, had committed adultery with the co-respondent, a man named Minor. In the first instance the wife failed to put in any answer, but upon an allegation that this omission was due to some oversight, and upon filing an affidavit in which she denied the adultery, she was allowed to file an answer raising that issue. The case was tried, the wife was found guilty, and the decree *nisi* was pronounced on the 28th of March, 1908. The King's Proctor was then put upon inquiry, and on the 29th of September, 1908, he filed a plea showing cause why the decree should not be made absolute. His allegations were that from 1887 until 1902 the petitioner was guilty of great cruelty to his wife, and further, that he had committed adultery with a woman named Annie Hanbury on many occasions between the years 1887 and 1892, and had committed adultery with other women whose names were unknown, and as a consequence had communicated a disease to his wife in the year 1891. Bigham, P., was of opinion that the King's Proctor had failed to make out his allegations, and that his appeal must be dismissed. On the question of costs his lordship, in a considered judgment, was of opinion that according to the authorities, where the King's Proctor had intervened and had conducted the intervention proceedings properly in the simple discharge of his duty, it was not the practice of that court to give costs against him, even though his intervention failed. The intervention must therefore be dismissed without costs. The petitioner appealed on the question of costs. In the second case the suit was originally brought by the wife, who alleged her husband's desertion, cruelty, and adultery. The petition was filed on the 29th of January, 1908; it was undefended, and a decree *nisi* was pronounced on the 24th of July, 1908, on the grounds of the husband's desertion and adultery. The King's Proctor intervened, and filed his plea on the 4th of February, 1909, alleging that the desertion had never taken place, and that the decree was obtained by collusion. That intervention came before the President on the 15th of March, 1909. The wife's solicitors in the meanwhile had communicated with the King's Proctor to the effect that she had put forward the allegation of desertion under misapprehension, and she withdrew the charge. The decree *nisi* was accordingly rescinded, and she was ordered to pay the costs. But it was stated that she proposed to file a fresh petition alleging her husband's cruelty and adultery. Her counsel inquired whether the adultery would have to be re-proved, and the President thought that it had better be re-proved, and that the King's Proctor should watch the case when it came on again. A new petition, with extra charges of cruelty and adultery, was accordingly filed, and the King's Proctor obtained the directions of the Attorney-General to intervene, and in pursuance to that direction alleged collusion between the husband and wife in respect to the original charge of desertion and also in respect to the adultery; he further denied that the respondent was guilty of adultery and cruelty. The issues of adultery and cruelty (the latter of which it was unnecessary to prove at the first trial) were tried, and Bargrave Deane, J., found as a fact that the King's Proctor had failed to prove collusion, and that the wife had established the charges of cruelty and adultery against her husband, and on those findings he had pronounced a decree *nisi*. In a considered judgment on the question of costs (reported *ante*, p. 102), Bargrave Deane, J., said that he did not think that the case of *Westcott v. Westcott* (1898, P. 250) could have been fully brought to the attention of the President in *Higgins v. Higgins*, as the statement of the President that it was the practice of the court not to order the King's Proctor to pay costs in cases where there was no reason to blame his action was opposed to the judgment in *Westcott v. Westcott* (*supra*). In his opinion, the words of section 2 of the Matrimonial

Causes Act, 1878, gave the court an absolutely unfettered discretion as to costs. One case should not be cited against another with the object of establishing a common practice on the point. There was no common practice. The only common practice was for the judge to do justice in each case. His lordship accordingly dismissed the King's Proctor's intervention with costs. The King's Proctor appealed on the question of costs.

**THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and BUCKLEY, L.J.J.)** allowed the first appeal and dismissed the second.

COZENS-HARDY, M.R., read the following judgment: These two appeals, which are presented by leave of the President and Bargrave Deane, J., relate only to costs, but they involve the consideration of the position of the King's Proctor as unsuccessful intervenor in divorce proceedings, and the nature and extent of his duties and privileges. By section 7 of the Act of 1860 every decree for a divorce is in the first instance to be a decree *nisi*, and during the period, now six months, before it can be made absolute, "any person" may show cause why it should not be made absolute by reason of its having been obtained "by collusion or by reason of material facts not brought before the court." The section goes on to provide that any person may give information to the King's Proctor of any matter material to the decision of the case, who may thereupon take such steps as the Attorney-General may deem necessary or expedient. Now, it was decided by the House of Lords in *Lautour v. Queen's Proctor* (10 H. L. C. 685) that if the King's Proctor takes proceedings under that part of section 7 to which I have referred he appears only as one of the public giving information to the court, and not as a litigant entitled to receive or liable to pay costs. It is otherwise if he intervenes under the second part of section 7, upon the ground of collusion only. Nothing turns upon that part of section 7. The law on this point was amended by the Act of 1878. By section 2, where the King's Proctor "or any other person" intervenes and shows cause against a decree *nisi*, the court is authorized to make such order as to the costs of the King's Proctor or of any other person who shall intervene or shew cause or of any party to the suit occasioned by such intervention or shewing cause "as may seem just." And provision is made that the Treasury may, if it thinks fit, order any costs which the King's Proctor shall by order of the court pay to a party to the suit to be deemed part of the expenses of his office. Now, on the construction of this section, it is plain that there is jurisdiction to order the King's Proctor to pay the costs of an unsuccessful intervention. And there is nothing to indicate that he is placed in a different position from "any other person" except in so far as he has the public purse to fall back upon. It has been strenuously argued by the Attorney-General that as the King's Proctor has highly important and delicate duties cast upon him in the public interest, and as he acts reasonably upon such information as reaches him, and under the direction of the Attorney-General, he ought not to be ordered to pay costs if the intervention should ultimately fail, and that the party who obtained the decree *nisi* ought to regard the costs of resisting the intervention as part of the price of obtaining the decree absolute, and the analogy of the wife's costs was relied upon. This analogy fails, for the liability to pay the wife's costs depends upon statute or upon rules having statutory effect, and there is no such provision with respect to the King's Proctor's costs. I am unable to assent to the contention of the Attorney-General. It seems to me that by the Act of 1878 the costs of every intervention, whether started by the King's Proctor or by "any other person," are in the discretion of the court, which is the meaning of the words "as may seem just," and that we ought not to assent to the suggestion that the King's Proctor occupies a position of special advantage. The petitioner for a divorce has been obliged to incur heavy costs by reason of the intervention, which, though reasonably started, has been proved to be without justification. Common fairness requires that, in the absence of some qualifying circumstances, the petitioner should recover these costs from the intervenor. If the intervenor is a private person he will be personally liable. If the intervenor is the King's Proctor the burden will not really fall upon him, but upon the public whom he represents. Both the President and Bargrave Deane, J., seem to have taken this view, but the President considered that he was bound by the settled practice of the Divorce Court that the King's Proctor should never be ordered to pay costs unless he had acted unreasonably. It seems to me that a statutory discretion given to the judge ought to be exercised with reference to the facts of the particular case before him, unfettered by any supposed settled practice. But I am satisfied that there is no such settled practice as is suggested. I need only refer to the considered judgment of the late President in *Westcott v. Westcott*. It only remains to deal with the particular cases. In *Higgins v. Higgins* there is no difficulty. The President would, in his discretion, have ordered the King's Proctor to pay the costs of the intervention, but for the supposed settled practice. I feel no doubt that such an exercise of discretion would have been just. The appeal must be allowed, with costs. In *Carter v. Carter* Bargrave Deane, J., in the exercise of his discretion, ordered the King's Proctor to pay the costs of the intervention, and I see no reason to doubt that his discretion was properly exercised. The petitioner was condemned in the costs of an earlier intervention, in which the King's Proctor succeeded. But this circumstance in no way justifies the contention that the costs of the subsequent intervention, in which he failed, should not be paid by him. I may add that the learned judge, who saw the petitioner in the witness-box, believed her testimony, and expressly exonerated her from moral blame. This appeal must be dismissed with costs.

FLETCHER MOULTON and BUCKLEY, L.J.J., delivered judgments to the same effect.—COUNSEL, Sir W. Robson, A.G., Rawlinson, K.C., Gill, K.C., and W. O. Willis; Bernard, K.C., and Bayford. SOLICITORS, *The King's Proctor; Smith, Rundell, & Dode; Braby & Waller.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

## High Court—Chancery Division.

*Re WHITELEY. BISHOP OF LONDON v. WHITELEY.* Eve, J.  
23rd Feb.

CHARITY—BEQUEST OF LEGACY TO PURCHASE SITE FOR HOMES—POWER OF TRUSTEES TO SELECT MORE THAN ONE SITE—POWER OF MAJORITY OF TRUSTEES TO BIND MINORITY.

*A testator bequeathed £1,000,000 to trustees upon trust from time to time to lay out sufficient parts thereof in the purchase of lands as a site for homes for aged poor, and to be called "Whiteley Homes for the Aged Poor."*

*Held, that the trustees were not entitled to select more than one site for the homes.*

*Held, also, that in selecting such site and generally in founding the homes, the decision of the majority of the trustees would be binding on the minority.*

This was a summons asking (1) whether upon the true construction of the will the Whiteley Homes must be erected on one single site in one particular locality or whether the same might be erected on one or more sites; and (2) whether in the selection of such site or sites and generally in founding the homes the decision of the majority of the Whiteley Homes trustees was binding on the minority. The testator directed his general trustees to pay £1,000,000 out of his residuary moneys to the Whiteley Homes trustees, who were to stand possessed of the same upon trust from time to time to lay out a sufficient part or sufficient parts of the legacy in the purchase of lands of freehold tenure situate in some or one of the western suburbs of London or in the adjacent country, and if possible and convenient within ten miles of Charing Cross, and to be selected by the Whiteley Homes trustees as a site for the erection of buildings to be used and occupied as homes for aged poor persons, and to be called "Whiteley Homes for the Aged Poor," or by such other name as the trustees should think fit, but so that the name "Whiteley" should form part of such name. And the testator declared it to be his wish that the site to be selected should be in as bright, cheerful, and healthy a spot as possible, and that in selecting such site the trustees should so far as might be choose a soil of gravel, sand, or chalk. The testator also declared that the buildings to be erected for the homes should be of good and substantial character and of a plain and useful design, and that an outdoor shelter should be provided as part of such buildings. The testator also declared that the number of the Whiteley Homes trustees should at all times be kept up to not less than nine. The present summons was taken out by eight out of the ten trustees, the other two trustees being the defendants William Whiteley and Frank Ernest Whiteley, the testator's sons.

EVE, J.—Of the two questions raised on this summons the one involves only the construction of a particular will, the other relates to a matter of more general importance. By the first question the court is asked to determine whether, according to the true construction of the will, the homes, for the erection and maintenance of which the testator so generously provided, must be erected on a single site or whether it is open to the trustees at their discretion to select, within the limits imposed by the testator, more than one site for such erection. In approaching the consideration of this question the magnitude of the bequest and the improbability, which the testator himself appreciated, of the whole sum being available at one and the same moment of time for payment to the trustees must not be lost sight of, nor must the wish and intention of the testator, obvious throughout his will, that his benefactions of a public character should be permanently and prominently associated with his name be disregarded. I think it is impossible to read the will without coming to the conclusion that the testator was a man of strong individuality, the nature of whose charitable dispositions was in part determined by his wish therewith to identify his personality, and thereby to perpetuate his memory. Bearing these matters in mind, and turning now to the clauses of the will dealing with the particular bequest under consideration, I think the use of such phrases as "from time to time" and "name or names" each occurring twice in clause 31, and of the word "lands" in the plural in clauses 31, 32, and 33, is consistent with either view urged before me. As I have pointed out, the testator contemplated that the bequest would probably be satisfied by periodical payments, and, apart from this, even if the whole legacy had been paid over in one sum, no one would expect the trustees to acquire by one purchase, or at one time, the whole of the land required for the trust—considerations which, in my opinion, are amply sufficient to account for the use of the expression "from time to time" and of the word "lands" and not "land." The alternative "name or names" is discounted by the use of the singular "name" in clause 38, where the question of nomenclature is particularly dealt with, and even as an alternative would not be inappropriately applied to a single aggregation of homes, some used for male and others for female inmates. Treating the expressions with which I have now dealt as ambiguous in the sense that

they are not necessarily confined to either alternative, the majority of the trustees who advocate what I may call the distributive construction are forced to rely on the direction that the lands to be purchased are to be "situate in some or one of the western suburbs of London or in the adjacent country," as establishing their contention. I say this because, in my opinion, all that follows in the will relating to this trust is more indicative of a single site than of a multiplicity of sites. Am I justified in holding as a matter of construction that these indications are controlled by the direction above referred to? On the whole I do not think that I am, and very largely for this reason—that the testator directs the purchase of lands in some or one of the western suburbs, or in the adjacent country to be made as "a site" for the homes—not, be it observed, as "a site or sites," but as a site for which I believe he contemplated should be a conspicuous and concentrated memorial of his charity. It may be that the word "or" has inadvertently crept in between the words "some" and "one" in the direction, but construing the phrase as it stands I think it may well be that it was used in order not to tie the hands of the trustees within too restricted limits, and to leave them free, so long as the homes are situated in the western suburbs, to disregard the exact physical boundaries of any particular suburb. I hold, therefore, that the trustees are not entitled to select more than one site for the homes, and I do not accede to the suggestion that such a construction involves the erection of a gigantic and inhospitable institution. It is, in my opinion, quite consistent with the laying out of an attractive and cheerful aggregation of houses wholly suitable for the purposes contemplated by the testator. The second question in the summons raises the point whether in matters relating to the administration of the trust a majority of the trustees has power to bind the minority. By clause 38 of the will a very wide discretion is vested in the trustees, not only upon all matters relating to the management and conduct of the homes, but also upon all other matters and questions affecting the trust, and by clause 46 the testator fixes the *minimum* number of trustees at nine. On behalf of the applicants it is urged that unanimity in such a body upon all matters of detail is unattainable, and that the courts have long since recognized this fact, and in order to facilitate administration and avoid the expense and delay of frequent applications for their intervention have laid down a rule that in the administration of a public trust the act of the majority of the trustees is to be treated as the act of the whole body. In support of this proposition the cases of *Wilkinson v. Malin* (2 Tyrw. 544) and *Perry v. Shipway* (1 Giff. 1) are cited and relied upon. The respondents do not dispute the existence of the rule, but maintain that its applicability is limited to cases in which the act of the body is an act in which the public or the particular members of the public affected by the trust have a direct interest—for example, the appointment of a minister or a schoolmaster; that is to say, the appointment of a person to discharge the duties of an office, the proper discharge of which is a matter of direct interest to that part of the public which is represented, in the one case, by the congregation, and, in the other, by those who are entitled to the educational benefits of the school. They deny that the rule has any application to matters of administrative detail, and assert that there is no authority for holding that it has. It is true that the authorities referred to by the applicants are each concerned with the appointment of a person to discharge the duties of an office of a public nature, but I cannot read the observations of Lord Lyndhurst at 2 Tyrw., p. 571, as limiting the principle there stated to the particular class of case with which he was then dealing; and I think when he speaks of "a trust of a public nature," he is using an expression equivalent for all practical purposes to "a trust of a charitable nature." In other words, I regard the words "public" and "charitable" in this connection as synonymous, and so regarding them I think that the rule on which the applicants rely is of general application, and that I ought to answer the second question (omitting the words "or sites") in the affirmative. The costs of all parties will be taxed as between solicitor and client and paid out of the trust legacy.—COUNSEL, P. O. Lawrence, K.C., Younger, K.C., and Errington; Buckmaster, K.C., and A. R. Stephens; Sargent. SOLICITORS, Baileys, Shaw, & Gillett; Beyfus & Beyfus; The Treasury Solicitor.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

*SALMON v. EDWARDS.* Warrington, J. 25th Feb.

INCLOSURE ACT, 1852, s. 22—JURISDICTION—APPLICATION TO BOARD OF AGRICULTURE—LANDS CLAUSES CONSOLIDATION ACT, 1845, s. 99—INCLOSURE ACT, 1854—COMMONABLE LANDS COMPENSATION ACT, 1882—DE FACTO COMMITTEE NOT DULY CONSTITUTED.

*Five persons having been de facto appointed a committee under the Lands Clauses Consolidation Act, 1845, received compensation moneys in respect of certain commonable and other rights, and, under pressure of legal proceedings, applied to the Board of Agriculture to take action under section 22 of the Inclosure Act, 1852. Having regard to the legal proceedings, the Board of Agriculture stayed their hand. The plaintiffs in the action contending that the committee not having been duly appointed the jurisdiction of the Board did not arise, it was*

*Held, that the Board of Agriculture had, and the court had not, jurisdiction in the matter.*

This was an application by way of motion in an action brought by two persons on behalf of themselves and all other persons who were entitled to commonable, lamas, or other rights over certain lands in the parish of Waltham Cross, Essex, at the date of the extinction of those rights, and who were interested in the compensation paid by

the Metropolitan Water Board for those rights, against five persons who purported to be, and were *de facto*, a committee under the Lands Clauses Consolidation Act, 1845. The applicants claimed to have the fund distributed amongst the persons entitled thereto. The claim on the writ included an inquiry who were the persons so entitled. The present application was for an order directing payment of the fund into court to the credit of the action, and also directing the inquiries sought by the writ. It was objected to this that the court had no jurisdiction to entertain the action, and therefore ought not to make any order on the motion. The facts were that in 1905 the Metropolitan Water Board desired for the purposes of their undertaking to acquire the lands and to extinguish the rights over them already referred to, and gave the necessary notices. At a meeting purporting to be a meeting of persons interested in those rights, held under the provisions of the Lands Clauses Consolidation Act, 1845, the defendants were appointed to be a committee. After negotiations with the Metropolitan Water Board, in 1907, the compensation money was determined and paid to the defendants, who now had in hand a sum of about £4,300 in cash and Consols. From the date when they received the compensation money to the 15th of December, 1909, when the writ was issued, the defendants had done nothing with regard to its application. Notice of motion having been given on the 18th of January, 1910, the defendants on the 2nd of February applied to the Board of Agriculture to take action under section 22 of the Inclosure Act, 1852. The Board of Agriculture were not satisfied that, as this action was pending, they ought to accede to the application, and suggested that they should stay their hands until it had been decided. Under these circumstances, the plaintiffs claimed that a deadlock had arisen, and that unless the court interfered the money might never be applied at all. The plaintiffs' contention was that the defendants, who were not persons entitled to the commonable rights in question, were not eligible as members of the committee, which had not, therefore, been properly appointed. If the committee was no committee under the Acts in question, it was not authorized to apply to the Board of Agriculture, and the Board had no jurisdiction to act on its application. The question whether or not the committee was properly constituted was one to be decided by the court. The defendants contended that the Board alone had jurisdiction over the question at issue in the action.

WARRINGTON, J., said that the question turned mainly on section 99 and the following sections [which his lordship read] of the Lands Clauses Consolidation Act, 1845. This Act was followed first by the Inclosure Act of 1852, the material section of which was section 22. This section, it would be seen, only gave the committee power to direct investment and the application of the income. The matter was carried further by the Inclosure Act of 1854, s. 15, and the following sections. This Act further provided elaborate machinery for the purpose of deciding who were entitled to the compensation money which it was not necessary to go through in detail, but it was important to notice that as in section 15 the Board was to call a meeting of persons interested, the machinery did not come into operation until that meeting had been held. So far the defendants had taken no steps under the Inclosure Act, 1854, but they had done nothing to preclude themselves from taking action under that Act. The plaintiff said that there was at least a question whether the so-called committee was really a committee under the Acts, and according to his contention it was not such a committee, because its members were not persons entitled to the commonable rights. Certain persons were so entitled, and the members of the committee were not of their number. Were that question out of the way his lordship would feel himself bound by the decision of Kekewich, J., in *Richards v. De Winton* (1901, 2 Ch. 566), where it was held that under the Lands Clauses Consolidation Act, 1845, the two Inclosure Acts of 1852 and 1854, and the Commonable Rights Compensation Act, 1882, the only tribunal having jurisdiction in such matters was the Board of Agriculture. But the point which had now to be determined was whether the Board of Agriculture had jurisdiction at all where the committee purporting to act under the section were not a properly constituted committee at all. The real point of the case turned on the provisions of the Inclosure Acts, not on those of the Land Clauses Consolidation Act, 1845. What was meant by the reference to the committee contained in section 22 of the Act of 1852? Was it intended to refer to persons acting as a *de facto* committee or was it necessary for the Board of Agriculture to determine whether it was in reality a committee or not? He would say nothing about a case of fraud or a case where by some misdoing persons having no claim at all became members of such a committee. There was no such case here. On the true construction of the Acts, if persons have had money in their hands which came to them as a committee under the Act the jurisdiction of the Board of Agriculture arose, and it was not necessary for the Board to determine whether the committee was duly constituted or not. This was clear when one considered the enormous difficulty caused by the alternative construction. If a single person present at the meeting was not entitled, or, a less strong case, any one of the persons on the committee was not entitled, the whole of the proceedings were void. The legislature could not have intended any such thing. If his lordship was right in that view, then the jurisdiction of the court was ousted in this case, as it was in *Richards v. De Winton*, and his lordship would make an order in this form: The court being of opinion that the Board of Agriculture has jurisdiction to deal with the matters referred to them by the committee under the Inclosure Act, 1852, and any matters which may be so referred to them under that Act, the Inclosure Act, 1854, or the Commonable Rights Compensation Act, 1882, the court does not think fit to make

any order on this motion except that the costs be costs in the action.—COUNSEL, *Hodge*, for the plaintiff; *T. H. Carson*, K.C., and *Naldrett*, for the defendants. SOLICITORS, *Masterman & Everington*; *Billing & Co.*

[Reported by *PERCY T. CARDEN*, Barrister-at-Law.]

Re THE ROYAL NAVAL SCHOOL. Eve, J. 22nd March.

INFANT—CAPACITY—CORPORATION—ELIGIBLE FOR MEMBERSHIP.

An infant cannot be a member of a corporation unless expressly authorised by the act of incorporation.

This was a summons asking whether an infant could be a member of the defendant corporation and vote at its meetings. The Royal Naval School was established under an Act passed in 1840, but there was nothing in the Act to shew that it included an infant, nor, on the other hand, was there anything which expressly negatived its so doing. At recent general meetings an important proposal affecting the future of the school had been debated, and the voting had been so evenly divided as to lead both sides to investigate the qualifications of several of those whose votes had been recorded. The investigation led to the launching of this summons. The particular infant whose case had been selected for argument was a pupil at the school, and a subscription had been paid on his behalf sufficient to make him a member of the corporation were he of full age.

EVE, J.—The statutory enactment is that any person who shall pay a certain annual sum shall be a member of the body corporate. Does the expression "any person" include an infant? The word "person," with or without the prefix "any," is to be found in numerous Acts of Parliament. The word may (*Pearks v. Ward*, 1902, 2 K. B. 1; *Re Thompson* 1905, 1 Ch. 229; and *Hirst v. West Riding, &c.*, 1901, 2 K. B. 56) or may not (*Walker v. Richardson*, 2 M. & W. 882; *Pharmaceutical Society v. London and Provincial Supply Association*, 5 App. Cas. 857; *O'Duffy v. Jaffe*, 1904, 2 Ir. R. 27; and *Mylam v. Market Harborough Co.*, 1905, 1 K. B. 708) include a corporation or an incorporated company. It may (*Re Chisholm*, 1901, 2 Ch. 82) or may not include a woman or a married woman (*Hall v. Society of Law Agents*, 38 Sc. L. R. 776, and *Chorlton v. Lingo L. R.* 4 C. P. 374), and it has been held to include an infant under section 6 of the Companies Act, 1862 (*Re Laxon & Co.*, 1892, 3 Ch. 550) and an infant of mature years under the Crown Lands Alienation Act, 1861 (New South Wales) (*O'Shanassy v. Joachim*, 1 App. Cas., 82). In the statute with which I am now dealing it in terms includes a woman—see the expression "he or she shall continue to pay" in section 1, and the stipulation in section 3 as to the annual sum to be paid by the widow of a deceased officer—and I think, from the wording of that part of section 1 which deals with life membership, it also includes in subsequent parts of the Act a corporation; but there is nothing in the Act to show that it includes an infant, nor, on the other hand, is there anything which expressly negatived it so doing. In this state of circumstances I have to deal with very much the same question as was presented to the court in the case of *Re x. Carter* (1 Cowp., at p. 220). That was an information in the nature of a *quo warranto* against the defendant to show by what authority he claimed to exercise the office of burgess of the borough of Portsmouth, seeing that at the time of his supposed election to be a burgess he was of the age of five years and ten months, and no more. The case was very elaborately argued, but Lord Mansfield commences his judgment thus: "A great variety of learning has been gone into on both sides, which seems to me unnecessary to be taken into consideration upon the present question, the decision of which depends upon a very short point." And then, after dealing with some of the learned arguments, he proceeds: "Let us see, then, what the true question is. This is a corporation which derives its constitution under a charter from the King, and their whole power arises from it. It follows, therefore, that they are bound to act according to the powers and directions which it contains. The question, then, is whether the defendant in this case, being elected at the age of five years old, and sworn in at twenty-one, is duly elected according to the terms of the charter. The whole question depends upon the true construction of the charter. Mr. Davenport has said there may be inchoate rights, to be completed when the parties are of age; and cases have been alluded to of children born with a right to be admitted at twenty-one on payment of a sum of money, and also titles by servitude or marriage. Clearly there may be such inchoate rights; but the question is whether the King has by this charter given the corporation a power to grant inchoate rights to infants, to be put in execution upon their attaining the age of twenty-one. If he has not, there is an end of the defendant's title. Let us see, then, what the terms of the charter are. The King enables the mayor and aldermen, or the greater part of them, to choose as many burgesses as they shall think proper and to administer to them the oath of office, and, till sworn, they are not complete burgesses. Upon an information they must be sworn in. Did the King mean, when he directed they should be sworn in, that they should swear in sucking infants? It is said a corporation may choose absent members; if fairly and consistent with the charter, they may. But they cannot choose an absent member collusively; and in the case of Cambridge, the court was of opinion that it was a fraudulent election. There is no more in this case than this, that the King has given them a power to choose and swear in burgesses; and the question is whether he gave them a power to grant an inchoate right when no oath could be

administered to them. I am clearly of opinion that no such power is given by the charter." Then Aston, J., adds: "The question does not depend upon the capacity or incapacity of infants to take, but whether this corporation are empowered by their charter to grant inchoate rights to infants." Mr. Kyd, in Volume I. of his Law of Corporations, at p. 336, observes that from the principles on which *Rex v. Carter* was decided, it may fairly be concluded that where neither the provisions of the charter nor the usage of the corporation expressly authorize the election of an infant into a corporate office, he is not capable of being elected. "For," he adds, "in that case there was no negative provision on the subject." Mr. Grant would seem to adopt the same view (see p. 6 of Grant on Corporations), and it is probably the correct one. But even if the case falls short of establishing that general proposition, it undoubtedly is a clear authority for this, that the question is one of construction. So treating it, and bearing in mind that the corporation with which I am now dealing was formed for the establishment and management of a school, that every member of the corporation is eligible for appointment to the council of the institution, and, further, that "The law knows of no distinction between infants of tender and of mature years" (see *per* Baron Parke in *Morgan v. Thorne*, 7 M. & W., at p. 408), I cannot bring myself to believe that the Legislature ever contemplated or intended that the membership of this corporation should include individuals drawn from that class of the community from which undoubtedly the pupils attending the school and enjoying its benefits would be drawn—that is to say, the class of minors. I hold, therefore, that an infant is not eligible as a member of this corporation.—COUNSEL, *Dighton Pollock; Owen Thompson; Dollar*.  
SOLICITORS, *Allen & Son.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

## Solicitors' Cases.

### Solicitors Ordered to be Struck Off the Rolls.

April 5.—WILLIAM JAMES CURTIS.

April 5.—JOHN GEORGE JACKSON.

April 5.—HENRY ALBERT JAMES LOVETT, 78, King William-street, London, E.C.

April 5.—CHARLES NAISH.

### Solicitors Ordered to be Suspended.

April 5.—JOSEPH HAYWOOD, Chapel-road, Worthing. Ordered to be suspended for twelve months.

April 5.—THOMAS HENRY MEYNELL, 3 and 4, Lincoln's-inn-fields, W.C. Ordered to be suspended for nine months.

## Societies.

### The Law Society.

#### LECTURES AND CLASSES.

To suit the convenience of students, the Principal's class on the History of English Law will be held at 5 p.m. on Tuesdays and Fridays, instead of 6 p.m., as announced in the prospectus.

### Wakefield Incorporated Law Society.

The annual meeting of members of this society was held on Thursday, February 24th. Present: Mr. C. J. Haworth (president) in the chair, Messrs. Allibone, Atter, H. Beaumont, Briggs, T. E. Catterall, Chalker, Coles, Cooke, Leatham, Plews, Sugden, Townend, and G. Beaumont (hon. sec.). The notice convening the meeting was taken as read. The report of the committee was read by the hon. secretary. The treasurer's accounts were presented. The chairman read his address.

Proposed by Mr. Leatham, seconded by Mr. Plews, and resolved: "That the report of the committee and the treasurer's accounts be accepted, and that the same and the president's address be printed and circulated amongst the members."

Proposed by the President, seconded by Mr. H. Beaumont, and resolved: "That for the current year the treasurer do pay out of the funds of this society to the Law Society the subscription of each member of this society, so as to qualify him as a member of the Law Society."

Proposed by the President, seconded by Mr. H. Beaumont, and resolved: "That for the current year this society's subscription to the Yorkshire Board of Legal Studies be £10 10s." An amendment, proposed by Mr. Townend, seconded by Mr. G. Beaumont, that the subscription be £5 5s. instead of £10 10s. was put to the meeting, and declared not carried.

Proposed by Mr. Plews, seconded by Mr. Greaves, and resolved: "That for the current year this society's subscription, £4 4s., to the Yorkshire Union of Law Societies be paid."

Proposed by the President, seconded by Mr. Plews, and resolved: "That Mr. T. B. Sugden be elected president for the current year." Proposed by Mr. Chalker, seconded by Mr. Cooke, and resolved: "That Messrs. H. Plews and A. E. Greaves be elected vice-presidents for the current year." Proposed by Mr. H. Beaumont, seconded by Mr. Townend, and resolved: "That Mr. Greenhalgh be re-elected honorary treasurer for the current year." Proposed by Mr. Cooke, seconded by Mr. Sugden, and resolved: "That Mr. G. Beaumont, M.A., B.C.L., be re-elected honorary secretary for the current year." Proposed by Mr. G. Beaumont, seconded by Mr. Cooke, and resolved: "That Mr. Kingswell be re-elected honorary librarian for the current year." Proposed by Mr. Briggs, seconded by Mr. Greaves, and resolved: "That Messrs. Coles and W. Dickinson be elected auditors for the current year." The following were then elected members of the committee, namely:—Messrs. Atter, H. Beaumont, Briggs, Cooke, T. E. Catterall, Haworth, Leatham, and Townend. Proposed by Mr. Cooke, seconded by Mr. Briggs, and resolved: "That Messrs. C. J. Haworth and F. E. Cobey be re-elected the representatives of this society on the Council of the Yorkshire Board of Legal Studies." Proposed by the President, seconded by Mr. Chalker, and resolved: "That Messrs. Plews and Chalker be re-elected the representatives of this society on the Yorkshire Union of Law Societies for the current year."

Proposed by Mr. Greaves, seconded by Mr. G. Beaumont, and resolved: "That the recognised Christmas holidays this year be the 24th, 26th, and 27th of December." "That the recognised Easter holidays this year be the 25th, 26th, 28th, and 29th March." "That the recognised Whitsuntide holidays this year be the 16th and 17th May." "That the recognised August holidays this year be the 1st August, and from noon on the 2nd August." Proposed by Mr. Cooke, seconded by Mr. Sugden, and resolved: "That a hearty vote of thanks be given to the president for his services during his year of office."

The following are extracts from the report of the committee:—

*Members.*—The number of ordinary members for the year 1909 was 52. Two members resigned, and two new members, Messrs. G. W. A. Burton and A. C. Allibone, were elected.

*Library.*—A list of books added to the library during the year will be found in the appendix. The library has again been of great assistance to the members of the society, 2,710 volumes having been taken out during the year as against 2,635 volumes last year, excluding visits to the library itself by members of the society or by members of the Bar. The committee are engaged in thoroughly revising and bringing the library up to date and disposing of obsolete volumes. This matter will have their special attention during the present year. The accommodation as at present existing is totally inadequate for the number of books, and negotiations are pending with the Standing Joint Committee for your society to have the use of the small room adjoining the present library in addition to the present room.

*Scale of Election Expenses.*—The reduction in the scale of payment to be made to presiding officers at elections under the Local Government Act of 1894 has been prominently before your committee. The Yorkshire Union of Law Societies succeeded in getting the fee raised from the 30s. originally proposed to £2 2s. (a reduction of one guinea from the old amount), but your committee consider that this fee of £2 2s. is absolutely inadequate in view of the work and responsibility involved.

*Land Taxation as contained in the Finance Bill, 1909.*—This matter received the careful attention of your committee, and they passed a resolution that the scheme of land taxation contained in part 1 of the Finance Bill, 1909, is unjust and unworkable, being an attempt, under the guise of taxation, to confiscate a particular class of property, and being an offence against the hitherto recognised principle of finance that taxation should only be imposed where there are receipts by way of income or otherwise to meet it, and being founded upon valuations which must necessarily be illusory and fallacious; and this resolution was forwarded to the members of Parliament for the district.

*The Public Trustee.*—The attention of your committee has been drawn to the methods employed by this official to advertise his office, and they have drawn his attention to the matter, which they regard as calling for special complaint—i.e., the statement that he was always able to obtain 4 per cent. for trust investments. He has not, however, retreated from the position which he took up.

## Law Students' Journal.

### Law Students' Societies.

**LAW STUDENTS' DEBATING SOCIETY.**—April 5.—Chairman, Mr. S. A. Guest.—The subject for debate was: "That the recent rapid growth of municipal trading is harmful to the welfare of this country." Mr. W. S. Meeke opened in the affirmative; Mr. J. F. Chadwick opened in the negative. The following members continued the debate:—Messrs. Dollar, Krauss, Burgis, W. S. Jones, Pothecary, Morris, Plewden, Hacking, and Kafka. The motion was carried by eight votes.

## Companies.

### The Solicitors' Law Stationery Society (Limited).

The twenty-first annual general meeting of the society was held on the 24th ult., at 104-7, Fetter-lane, Mr. Richard Pennington, J.P., presiding.

The report stated that the turnover had increased from £63,329 in 1908 to £64,960, and that the profit for the year was £4,889 9s. 9d., against £4,882 17s. 9d. in 1908.

The Chairman, in moving the adoption of the report, mentioned that the shares issued during the year had enabled the directors to obtain many influential shareholders, and that the amount of fresh capital received had been far exceeded by the expenditure on plant, furniture, and fittings, and removal expenses. He also mentioned that the trading for the first few weeks of this year compared favourably with the same period of last year, and concluded with a reference to the death of Mr. H. E. Gribble, one of the original directors of the society.

A dividend at the rate of 6 per cent. per annum, making 9 per cent. for the year, free of income tax, and a distribution of profits amongst customers in accordance with the articles of association was declared.

The retiring directors, Messrs. Richard Pennington and William Denning Pritchard, were re-elected, and the meeting terminated with a vote of thanks to the directors and staff.

## Obituary.

### Mr. J. G. Walsh.

The death is announced of Mr. John Gorden Walsh, registrar of the Oxford and Bicester County Courts, on Saturday, at the age of forty-five. He was admitted in 1886, and practised for some time at Bicester, and was registrar of the county court at that place. In 1905 he succeeded his father, the late Mr. Percival Walsh, as registrar of the Oxford County Court, and upon his appointment as registrar of the Oxford court the two courts were amalgamated. He also succeeded his father as clerk to the magistrates of the Bullingdon Petty Sessional Division, and was coroner for the Central Division of Oxfordshire.

## Legal News.

### Appointment.

Mr. WILLIAM R. GREENLAND, solicitor, of Thetford, has been appointed Registrar of the County Court at Attleborough and Watton, in place of the late Mr. F. V. Houchen.

### Changes in Partnerships.

#### Admission.

Messrs. Thomas Eggar & Co., solicitors, of 46, Old Steyne, Brighton, have entered into partnership arrangements with Mr. HENRY COOPER EGGAR (senior partner in the firm of Messrs. Sanderson & Co., Calcutta, and for many years solicitor to the Government of India) on his retirement from practice in India. The business will be carried on as from March 31 under the style of Thomas Eggar & Co., and the London address of the firm will be Winchester House, Old Broad-street, E.C., the Brighton address remaining as above.

#### Dissolutions.

CHARLES ATKINSON, FREDERIC ROBERT D'OLY MONRO, and JOHN ARTHUR MARSTON, solicitors (Slack, Monro, & Atkinson), 31, Queen Victoria-street, London. March 23. The said Charles Atkinson and Frederic Robert D'Olly Monro will continue to carry on the said business in partnership, under the same style or firm.

[*Gazette*, April 1.]

EDWARD GEORGE CLARK and ALBERT HODGSON, solicitors (E. G. Clark & Hodgson), Lancaster and Bentham. March 31. The said E. G. Clark will continue to carry on business at 69, Church-street, Lancaster, aforesaid.

BENJAMIN HUTCHISON NEWMAN and GEORGE HENRY OLLEY, solicitors (Newman & Olley), Liverpool. Jan. 1. The said Benjamin Hutchison Newman will continue the said business under the style or firm of B. H. Newman.

LAMING WORTHINGTON EVANS, ARTHUR WILLIAM HASTINGS DAUNAY, GEORGE ALLAN VILLENEUVE RUSSELL ROBERTS, and CLEMENT HENDERSON GURNEY, solicitors (Worthington Evans, Daunay, & Co.), 27, Nicholas-lane, Lombard-street, London. March 31. So far as regards the said Laming Worthington Evans, who retires; the said Arthur William Hastings Daunay, George Allan Villeneuve Russell Roberts, and Clement Henderson Gurney will continue to practise at 27, Nicholas-lane aforesaid, under the same style as heretofore.

[*Gazette*, April 5.]

## General.

Lord Fortescue, the lord-lieutenant of Devonshire, in his evidence before the Royal Commission on the Selection of Magistrates, says the *Evening Standard*, said that all sorts of people—M.P.'s, private friends, and political busybodies—wrote to him recommending persons for the magistracy. Probably one of the worst appointments he ever made was on the recommendation of a personal friend of his. He once received a glowing account through the Lord Chancellor's secretary of a gentleman who turned out to be a man who had thrice been rejected from a district council. On another occasion a magistrate said to him: "How could you appoint such an awful fellow to our Bench?" But he was able to show him a letter of his own recommending the person objected to.

The New York correspondent of the *Central News* says that the Treasury Department at Washington, acting on the suggestion of Governor Clark, of Alaska, has decided upon a novel and essentially practical plan for coping with lawlessness in the numerous salmon canneries dotted along the Alaskan coast. These localities are inhabited only in summer, and hitherto it has been difficult to bring offenders to justice; but under Governor Clark's plan justice will be taken to them, and those who are convicted will be brought back to civilisation and gaol. Judge Cushman, accompanied by a deputy marshal, a deputy United States attorney, and a grand and "petit" jury, will this summer embark on a revenue cutter, which will thus be converted into a floating court of justice. The cutter will cruise along 2,000 miles of coast line, stopping to administer justice where occasion demands, trying and sentencing prisoners, and stowing them away in the hold until the end of the cruise. The judicial journey will extend from Seward to Unalaska, and thence up the Behring Sea coast to the mouth of the Yukon.

In the House of Commons, on Tuesday, Mr. L. Hardy asked the Prime Minister whether, in connection with the alterations now suggested in the relations between the two Houses of Parliament, he proposed to appoint a committee, in accordance with ancient precedent, to frame a new preamble to public Bills applicable to Bills the assent to which was not required from the House of Lords, and to Bills which might ultimately be passed without their assent; and whether he proposed any alteration in the procedure for giving the Royal Assent to Bills, in view of the fact that many of the Bills in future might not be agreed to by the House of Lords, within whose chamber the assent was given. Mr. Asquith said: The question whether or not any change may become necessary or desirable in the form of preambles and enacting words, or in the procedure for giving the Royal Assent, will not become practical or urgent until the principles embodied in the resolutions now under discussion have received legislative sanction. Whether it will then be expedient to appoint a committee, as the hon. member suggests, I cannot now say; but it would clearly be premature to take such a step at present.

In the House of Commons, on the 31st ult., Mr. Sanderson asked the Secretary to the Treasury if he would state the date upon which the department which was now in existence at the Inland Revenue for the purpose of the inspection and valuation of the estates of deceased persons was created, the number and qualifications of the officials or persons employed in or connected with the department, and the amounts of their salaries or remuneration. Mr. Hobhouse said: The provision of professional assistance to supplement the staff at the Inland Revenue which deals with cases of the character in question was authorised at the commencement of the present financial year. For further particulars I may perhaps refer the honourable member to the forthcoming Inland Revenue Estimate for 1910-11, which will, I hope, be issued in the course of a few days. Mr. Sanderson: Will valuations by independent local valuers be discarded under the new system? Mr. Hobhouse replied: I have constantly explained the origin of the present practice of the Inland Revenue. It was owing to the unsatisfactory nature of the valuations often made by local valuers that central valuers were appointed.

The Criminal Statistics for England and Wales have just been issued. It appears from them that the number of persons tried for indictable offences during 1908 was 68,116, a higher number than in any previous year for which figures are available. In only one previous year has the rate of increase in 1908 been exceeded—namely, in 1861, when the figures were higher than in the previous year by 7,544, or 15 per cent. The exceptional increase in crime in 1908 coincided with marked depression of trade and an unusual amount of unemployment. The comparison between crime and unemployment is very forcibly suggested by the localities in which labour disputes and in which increases of crime principally occurred. Nearly five-sixths of the increase took place in the principal mining and manufacturing counties; less than one-sixth in London and the adjacent counties. The number of persons for trial for serious crimes in 1908 was 14,122, an increase of 1,523, or 12 per cent., on the previous year. The offences tried on indictment include 67 cases of murder, against 45 in 1907. The sentences of death numbered 25, as compared with 20 in 1907, and of penal servitude 1,220, against 1,075. The number of non-indictable offences showed a decrease on the previous year, the figures being 688,964, against 685,574. Under the provisions of the Probation of Offenders Act, which came into operation on January 1, 1908, probation orders were made in respect of 8,023 persons charged with indictable offences.

There is going to be concerted action, says the *Daily Telegraph*, with the object of ending the career of Reno, Nevada, as the divorce colony of the United States. A Bill is shortly to be introduced into the local Legislature extending the period during which an applicant for divorce must actually reside in the divorce city from six months to one year. A lady now on a visit to Reno sends to the *New York World* interesting details of life in that city, towards which, she says, "thousands of eyes turn longingly with silent or expressed desire." "Oh! if I could only get there, that refuge for disappointed hope!" As you step off the train at Reno you glance across the cinder-plot station, and there, in enormous letters, you read the word "Divorce." You approach closer, to discover, in very small letters, the further legend, "Yourself from 5 dol."

In the House of Commons, on the 31st ult., Mr. Ellis Davies asked the Prime Minister whether his attention had been drawn to the statement of the Public Trustee at Liverpool that his investments of trust moneys were not confined to trust investments unless the trust instrument so limited him; and would he say under what authority the Public Trustee was, as he claimed, entitled to ignore the rules binding on ordinary trustees as to the choice of investments for trust funds. Mr. Asquith said: The Public Trustee informs me that he does not claim to be entitled to ignore the rules binding on ordinary trustees as to the choice of investments of trust funds. The statement referred only to trust instruments in which investment clauses had actually been inserted. The Public Trustee was not dealing with the well-known rule of law that where there is no investment clause at all then a trustee is confined to trustee securities. Mr. Bottomley asked whether the right hon. gentleman would give special directions to the Public Trustee as to the exercise of his discretion in matters of investment—or, rather, exercise special control over him. Mr. Asquith was understood to say that he had no control over the Public Trustee.

Mr. W. A. Gordon Hake, who, says the *Times*, enjoys the distinction of being the "doyen" of the Bar, celebrated his ninety-ninth birthday on Wednesday. He continues well, and his senses are wonderfully acute. The receipt of the subjoined letter gave him much pleasure:—

Sussex Sessions, Bar Mess,  
3, Doctor Johnson's-buildings, Temple, E.C.,

October 22, 1909.

Dear Sir,—It having come to the notice of the members of the Sussex Sessions that you were called to the Bar in the year 1855, and practised at the Brighton and Sussex Sessions, the members of the mess assembled at Chichester on Wednesday last proceeded, on the proposition of the "Senior," to drink your health; and I was asked, on their behalf, to intimate this fact to you, and to express a hope that you may long continue to be the "doyen" of the Sussex Sessions Bar.—Believe me, yours faithfully,

P. SUTHERLAND GRIEVE, Junior.

W. A. G. Hake, Esq.  
(Mr. Hake's claim to be the father of the Bar was admitted by our lamented recorder, Mr. F. K. Munton.)

At the meeting of the Institute of International Law at Paris, says the *Times* correspondent, the morning sittings were devoted to questions of international law properly so called; the afternoons to questions arising out of the conflict of laws. In all cases preparation had been made for discussion by elaborate reports, drawn up and circulated by committees appointed for the purpose. The topics selected for treatment during the session of 1910 were, under the heading of "Droit International Public,"—(1) Régime de la neutralité, et, spécialement, l'hospitalité neutre dans la guerre maritime; (2) Torpilles et mines sous-marines; (3) Occupations de territoires, &c. Under "Droit International Privé":—(1) L'ordre public; (2) Opérations sur valeurs mobilières; (3) Droits réels. It was, however, found possible only to deal with the two first-named topics under each heading, and it cannot be affirmed that great progress was made in the discussion of even these four topics. This result was due in each case to no lack of preparatory labour on the part of the reporters of the several committees, certainly not to any lack of eloquent statement and keen argument during the time available for debate, but to the complexity of the questions presented for solution, and to the different points of view, due partly to divergent national interests, partly to divergent habits of mind from which they were regarded by the various speakers.

At the twenty-third annual meeting of the Land Law Reform Association, held on the 5th inst., the following resolution was moved by Mr. J. S. Rubinstein:—That this meeting desires to place the following views on record: (a) That registries of deeds, such as exist in Scotland, and in nearly every country in the world, including Middlesex and Yorkshire in England, are valuable institutions and a great safeguard against fraud; (b) That local registries of deeds, similar to the Middlesex and Yorkshire Registries (that have existed over two centuries), should be established in every county in England; (c) That the profits of such registries should, following the precedent set by the Yorkshire County Councils, be received by the county councils, and applied in aid of the rates; (d) That the registry of titles that has existed in this country since 1862 has proved that the system of registration of title is unworkable in this country, and the trial of compulsory registration as an experiment in the county of London for the past eleven years, at a cost of about £50,000 a year, has demonstrated the fact that the system is insecure, complicated, and expensive; (e)

That the experiment having failed, the Privy Council should forthwith exercise its power to rescind the Order of the 20th of October, 1898, which applied compulsory registration of titles to the county of London. In the result the resolution was referred to the Council for consideration, and to ascertain if the Land Registry officials would be willing to attend a meeting, when the matters referred to could be fully discussed.

## Court Papers.

### Supreme Court of Judicature.

| REGISTRATION IN ATTENDANCE ON |                            |                         |                        |                              |
|-------------------------------|----------------------------|-------------------------|------------------------|------------------------------|
| Date.                         | EMERGENCY<br>ROTA.         | APPEAL COURT<br>No. 2.  | Mr. Justice<br>JOYCE.  | Mr. Justice<br>SWINFEN EADY. |
| Monday ... April 11           | Mr Church                  | Mr Syng                 | Mr Bloxam              | Mr Goldschmidt               |
| Tuesday .....                 | Theod                      | Church                  | Farmer                 | Syng                         |
| Wednesday .....               | Bloxam                     | Theod                   | Leach                  | Church                       |
| Thursday .....                | Farmer                     | Bloxam                  | Borrer                 | Theod                        |
| Friday .....                  | Leach                      | Farmer                  | Beal                   | Bloxam                       |
| Saturday .....                | Borrer                     | Leach                   | Greswell               | Farmer                       |
|                               |                            |                         |                        |                              |
|                               | Mr. Justice<br>WASHINGTON. | Mr. Justice<br>NEVILLE. | Mr. Justice<br>PARKER. | Mr. Justice<br>EVE.          |
| Monday ... April 11           | Mr Borrer                  | Mr Theod                | Mr Leach               | Mr Greswell                  |
| Tuesday .....                 | Beal                       | Bloxam                  | Borrer                 | Goldschmidt                  |
| Wednesday .....               | Greswell                   | Farmer                  | Beal                   | Syng                         |
| Thursday .....                | Goldschmidt                | Leach                   | Greswell               | Church                       |
| Friday .....                  | Syng                       | Borrer                  | Goldschmidt            | Theod                        |
| Saturday .....                | Church                     | Beal                    | Syng                   | Bloxam                       |

### EASTER Sittings, 1910.

#### COURT OF APPEAL.

##### APPEAL COURT I.

Ex parte Applications and Appeals from the King's Bench Division (Interlocutory List) will be in the Paper for hearing on April 6th.

Other Business to be taken in this Court will, from time to time, be announced in the Daily Cause List.

##### APPEAL COURT II.

Ex parte Applications and Appeals from the Chancery Division (Interlocutory List) and Chancery General List will be in the Paper for hearing on April 5th.

Other Business to be taken in this Court will, from time to time, be announced in the Daily Cause List.

#### HIGH COURT OF JUSTICE.

##### CHANCERY DIVISION.

##### LODGE CHANCELLOR'S COURT.

##### MR. JUSTICE JOYCE.

|                 |  |                |  |  |
|-----------------|--|----------------|--|--|
| Tues., April 5  | { Mots, sht caus, pets, and fur con        |                |  |  |
| Wednesday 6     | { Non-wit list                             |                |  |  |
| Thursday ... 7  |  | { Non-wit list |  |  |
| Friday ... 8    | { Mots and non-wit list                    |                |  |  |
| Saturday ... 9  | { Manchester and Liverpool                 |                |  |  |
| Monday ... 11   | { business                                 |                |  |  |
| Tuesday ... 12  | { Sitting in chambers                      |                |  |  |
| Wednesday 13    | { Non-wit list                             |                |  |  |
| Thursday ... 14 |  | { Non-wit list |  |  |
| Friday ... 15   | { Mots and non-wit list                    |                |  |  |
| Saturday ... 16 | { Non-wit list                             |                |  |  |
| Monday ... 18   | { Sitting in chambers                      |                |  |  |
| Tuesday ... 19  | { Companies Acts and non-wit list          |                |  |  |
| Wednesday 20    | { Non-wit list                             |                |  |  |
| Thursday ... 21 |  | { Non-wit list |  |  |
| Friday ... 22   | { Mots and non-wit list                    |                |  |  |
| Saturday ... 23 | { Sht caus, pets, and non-wit list         |                |  |  |
| Monday ... 25   | { Sitting in chambers                      |                |  |  |
| Tuesday ... 26  | { Companies Acts and non-wit list          |                |  |  |
| Wednesday 27    | { Non-wit list                             |                |  |  |
| Thursday ... 28 |  | { Non-wit list |  |  |
| Friday ... 29   | { Mots and non-wit list                    |                |  |  |
| Saturday ... 30 | { Sht caus, pets, and non-wit list         |                |  |  |
| Mon., May 2     | { Sitting in chambers                      |                |  |  |
| Tuesday ... 3   | { Sht caus, pets, fur con and non-wit list |                |  |  |
| Wednesday 4     | { Non-wit list                             |                |  |  |
| Thursday ... 5  |  | { Non-wit list |  |  |
| Friday ... 6    | { Mots and non-wit list                    |                |  |  |
| Saturday ... 7  | { Manchester and Liverpool                 |                |  |  |
| Monday ... 9    | { business                                 |                |  |  |
| Tuesday ... 10  | { Sitting in chambers                      |                |  |  |
| Wednesday 11    | { Non-wit list                             |                |  |  |
| Thursday ... 12 | { Motions                                  |                |  |  |
| Friday ... 13   | { Remaining motions                        |                |  |  |

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk one clear day before the cause is to be put in the paper. In default the cause will not be put in the paper.

N.B.—The following papers on further consideration are required for the use of the judge, viz.—Two copies of minutes of the proposed judgment or order, 1 copy pleadings, and 1 copy master's certificate, which must be left in court with the judge's clerk one clear day before the further consideration is ready to come into the paper.

#### CHANCERY COURT I.

##### MR. JUSTICE SWINFEN EADY.

|                 |                                    |                |  |  |
|-----------------|------------------------------------|----------------|--|--|
| Tues., April 5  | { Mots and non-wit list            |                |  |  |
| Wednesday 6     | { Companies Acts and non-wit list  |                |  |  |
| Thursday ... 7  |                                    | { Non-wit list |  |  |
| Friday ... 8    | { Mots and non-wit list            |                |  |  |
| Saturday ... 9  | { Sht caus, pets, and non-wit list |                |  |  |
| Monday ... 11   | { Sitting in chambers              |                |  |  |
| Tuesday ... 12  | { Companies Acts and non-wit list  |                |  |  |
| Wednesday 13    | { Non-wit list                     |                |  |  |
| Thursday ... 14 |                                    | { Non-wit list |  |  |
| Friday ... 15   | { Mots and non-wit list            |                |  |  |
| Saturday ... 16 | { Sht caus, pets, and non-wit list |                |  |  |
| Monday ... 18   | { Sitting in chambers              |                |  |  |
| Tuesday ... 19  | { Companies Acts and non-wit list  |                |  |  |
| Wednesday 20    | { Non-wit list                     |                |  |  |
| Thursday ... 21 |                                    | { Non-wit list |  |  |
| Friday ... 22   | { Mots and non-wit list            |                |  |  |
| Saturday ... 23 | { Sht caus, pets, and non-wit list |                |  |  |
| Monday ... 25   | { Sitting in chambers              |                |  |  |
| Tuesday ... 26  | { Companies Acts and non-wit list  |                |  |  |
| Wednesday 27    | { Non-wit list                     |                |  |  |
| Thursday ... 28 |                                    | { Non-wit list |  |  |
| Friday ... 29   | { Mots and non-wit list            |                |  |  |
| Saturday ... 30 | { Sht caus, pets, and non-wit list |                |  |  |
| Mon., May 2     | { Sitting in chambers              |                |  |  |
| Tuesday ... 3   | { Companies Acts and non-wit list  |                |  |  |
| Wednesday 4     | { Non-wit list                     |                |  |  |
| Thursday ... 5  |                                    | { Non-wit list |  |  |
| Friday ... 6    | { Mots and non-wit list            |                |  |  |
| Saturday ... 7  | { Sht caus, pets, and non-wit list |                |  |  |
| Monday ... 9    | { Sitting in chambers              |                |  |  |
| Tuesday ... 10  | { Companies Acts and non-wit list  |                |  |  |
| Wednesday 11    | { Non-wit list                     |                |  |  |
| Thursday ... 12 | { Motions                          |                |  |  |
| Friday ... 13   | { Non-wit list                     |                |  |  |

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers, including two copies of minutes of the proposed judgment or order, must be

left in court with the judge's clerk not less than one clear day before the cause is to be put in the paper. In default the cause will not be put in the paper.

N.B.—The following papers on further consideration are required for the use of the judge, viz.—Two copies of minutes of the proposed judgment or order, 1 copy pleadings, and 1 copy master's certificate. These must be left in court with the judge's clerk not less than one clear day before the further consideration is ready to come into the paper.

CHANCERY COURT II.

MR. JUSTICE WARRINGTON.

Except when other business is advertised in the Daily Cause List Mr. Justice Warrington will take Actions with Witnesses daily throughout the Sittings.

CHANCERY COURT III.

MR. JUSTICE NEVILLE.

Except when other business is advertised in the Daily Cause List Actions with Witnesses will be taken throughout the Sittings.

KING'S BENCH COURT.

MR. JUSTICE EVE.

Except when other business is advertised in the Daily Cause List Actions with Witnesses will be taken throughout the Sittings.

COURT OF APPEAL.

EASTER Sittings, 1910.

The Appeals or other business proposed to be taken will, from time to time, be announced in the Daily Cause List.

FROM THE CHANCERY DIVISION.

Judgment Reserved.

(General List.)

Walter Wille (in forma pauperis, by order) v Rev E St John & ors appl of pltf from order of Mr Justice Warrington (c a v Feb 4) heard before The Master of the Rolls and Lords Justices Vaughan Williams, Fletcher Moulton, Farwell, Buckley and Kennedy)

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

(General List.)

1909.

Worthington & Co Id v Abbott appl of deft from order of Mr Justice Eve, dated Nov 10, 1909 (Dec 8)

In the Matter of An Indenture of Partnership, &c Dommett v Griffin appl of pltf from order of Mr Justice Joyce, dated Dec 7, 1909 (Dec 13)

In re George Hodges, dec Hodges and ors v Hodges and ors appl of deft J A Hodges from order of Mr Justice Warrington, dated Oct 16, 1909 (Dec 20)

1910.

In the Matter of the Estate of Charlotte Mason, dec Mason and ors v Mason and ors appl of defts Jean Sturt from order of Mr Justice Joyce, dated Nov 25, 1909 (Jan 12)

In re Francis Freeman, dec Hope v Freeman appl of deft from order of Mr Justice Joyce, dated Dec 15, 1909 (Jan 13)

Henry Gardiner Atkinson and ors v Charles Britton appl of deft from order of Mr Justice Neville, dated Nov 4, 1909 (Jan 18)

Dover Id v Nürnberger Celluloid-waren Fabrik Gebrüder Wolff appl of defts from order of Mr Justice Warrington, dated Jan 25, 1910 (Jan 31)

In re Lesley William Alexander, dec Bathurst v Greenwood and ors appl of deft from order of Mr Justice Joyce, dated Feb 7, 1910 (Feb 15)

In re Charles Blake, dec Taylor v Blake Taylor v Blake appl of pltf from order of Mr Justice Joyce, dated Dec 13, 1909 (Feb 16)

In re John Russell, dec Purkiss and anr v Russell and ors appl of deft from order of Mr Justice Eve, dated Jan 11, 1910 (Feb 17)

Hansen v Spalding & Bros appl of pltf from order of Mr Justice Parker, dated Nov 17, 1909 (Feb 26)

E J Sartorus (married woman) and G C Sartorus v A F Ross and ors appl of pltf from order of Mr Justice Warrington, dated Oct 14, 1909 (produce order) (Feb 26)

In re Evered, dec Molineux v Evered and cross-notice on behalf of certain Respondents appl of deft from order of Mr Justice Neville, dated Nov 8, 1909 (March 1)

During these Sittings the Court will sit each day until 4.30 p.m., except on Saturdays when there will be no Sitting.

All Actions with Witnesses pending in the Liverpool and Manchester District Registries and set down for trial will be put into a separate List and proceeded with on a date hereafter to be fixed.

CHANCERY COURT IV.

MR. JUSTICE PARKER.

In this Court the work will be taken as follows:—

Mondays, 10.30—Chamber summonses.  
3.0—Short causes and short proceedings.

Tuesdays—Further considerations, long petitions and non-witness list.

Wednesdays—Non-witness list.

Thursdays—Non-witness list.

Fridays—Motions and non-witness list.

There will be no Saturday sittings, but the Court will sit till 4.30 on other days.

N.B.—In order that a petition may be marked short and come into the Paper on a Monday a Certificate of Counsel stating that it is not likely to last more than 20 minutes should be lodged with the Cause Clerk not later than 12 o'clock on the previous Friday.

In re the Arbitration Act, 1889, and In the Matter of an Arbitration between The Lacre Motor Car Co Id and The Albion Motor Car Co appl of The Albion Motor Car Co from order of Mr Justice Parker, dated Feb 14, 1910 (March 2)

In re Davis & Kent's contract and In re the Vendor and Purchaser Act, 1874 appl of Kent from order of Mr Justice Neville, dated Feb 17, 1910 (March 2)

In the Matter of the Companies Consolidation Act, 1908, and In the Matter of The Wimbledon Olympic Id appl of The Wimbledon Olympic Id from order of Mr Justice Neville, dated Feb 24, 1910 (March 3)

Wormull v Wormull appl of deft from order of Mr Justice Joyce, dated July 31, 1909 (March 4)

Sage v Horton appl of pltf from order of Mr Justice Warrington, dated Dec 3, 1909 (March 8)

In re The Undertaking of the Peckham and East Dulwich and the Crystal Palace Tramways Bill appl of S S Seal from order of Mr Justice Neville, dated Nov 19, 1909 (March 8)

Measures Bros (in liquidation) v H J T Measures appl of pltf from order of Mr Justice Joyce, dated Jan 28, 1910 (March 15)

Bagasse Fibre Co Id v William Hinton & Son appl of pltf from order of Mr Justice Neville, dated Dec 3, 1909 (March 17)

Mainwaring v Clarina appl of pltf from order of Mr Justice Neville, dated Dec 21, 1909 (March 21)

In re Morden, dec Mills v Legg appl of deft from order of Mr Justice Eve, dated Jan 13, 1910 (March 23)

In re S J D'Estere, dec D'Estere v Roberts appl of pltf from order of Mr Justice Warrington, dated March 4, 1910 (March 23)

In the Matter of an Application, No 311,349, of Leopold Cassella & Co, Gesellschaft mit Veschränkter Haftung for the registration of a Trade Mark, and In re The Trade Marks Act, 1905 appl of The Registrar of Trade Marks from order of Mr Justice Neville, dated March 16, 1910 (March 24)

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISION.

(Interlocutory List.)

Divorce Scharrer J H (Petnr) v Sharer H T (Respt) appl of respt from order of The President dated Feb 26, 1910 (Feb 26)

McGlade v The Royal London Mutual Insce Soc Id appl of pltf from order of Mr Justice Eve dated March 11, 1910 (March 24)

\* FROM THE KING'S BENCH DIVISION.

(In Bankruptcy.)

In re Vidal (ex parte The Bankrupt) No. 526 of 1909 from the order made by Mr. Registrar Linklater on Jan 11, 1910, adjourning the bankrupt's public examination for six years

In re E W Barton-Wright (ex parte The Debtor) No. 894 of 1909 from the order made by Mr Registrar Giffard on Feb 7, 1910, adjudging the debtor bankrupt

In re A Debtor (ex parte The Petitioning Creditors) No. 70 of 1910 from so much of the order of Mr Registrar Hope, dated Feb 23, 1910, as ordered that the order for discovery and interrogatories dated Jan 21, 1910, be discharged

FROM THE KING'S BENCH DIVISION.

Judgment Reserved.

(Final List.)

The King (ex parte Sekgome) Applicant v Earl of Crewe, K.G., Rept appl of Sekgome from judgt of The Lord Chief Justice and Justices Ridley and Darling (Div Court) (c a v Jan 22)

In the matter of an Arbitration between Levy Bros and Knowles Id and Grossman et Cie appl of applicants from judgt of Mr Justice Bray without a jury Middlesex (c a v March 17)

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

1909.

The Mayor etc of Kingston-on-Thames (Applicants) v Baverstock and ors (Repts) appl of applicants from judgt of The Lord Chief Justice and Justices Jelf and Sutton dated June 9, 1909 (s o till May 11) (July 2)

Jones v Great Central Ry Co appln of defts for judgt or new trial on appl from verdict and judgt dated June 18, 1909 at trial before Mr Justice Bucknill and a special jury York (s o for day to be fixed) (July 16)

The King v The Board of Education appl of resps from judgt of The Lord Chief Justice and Justices Darling and A T Lawrence (Divisional Court) dated July 30, 1909 (Aug 10) Same v Same appl of resps from judgt of The Lord Chief Justice and Justices Darling and A T Lawrence (Divisional Court) dated July 30, 1909 (Aug 10)

Wojciechowski v Mayor etc of Paddington appl of pltf for judgt or new trial on appl from verdict and judgt dated Oct 25, 1909, at trial before Mr Justice Coleridge and a common jury Middlesex (Nov 9)

Roberts and ors v Hickman & Co appl of pltf from judgt of Mr Justice Hamilton without a jury dated Nov 2, 1909 (Nov 15)

Argentine Tierra Del Fuego Exploration Co Id v The British and Argentine Compn Id appl of pltf from judgt of Mr Justice Darling without a jury dated Nov 24, 1909 (Dec 6)

Anderson v Saunderson & Co ld appn of defts for judgt or new trial on appl from verdict and judgt dated Nov 22, 1909, at trial before Mr Justice Darling and special jury Middlesex (Dec 10)  
 Maude v Lumb appn of deft for judgt or new trial on appl from verdict and judgt dated Dec 2, 1909, at trial before Mr. Justice Bucknill and a special jury Leeds (Dec 20)  
 Ann v Walker appn of deft for judgt or new trial on appl from verdict and judgt dated Dec 10, 1909, at trial before Mr Justice Grantham and a special jury Middlesex (Dec 20)  
 Vasunaras v Ellerman Lines ld appn of defts for judgt or new trial on appl from verdict and judgt dated Dec 1, 1909, at trial before Mr Justice Bray and a special jury Liverpool (Dec 21)  
 Keates Applicant v Lewis Metherby Consolidated Collieries Respts appl of applicant from judgt of The Lord Chief Justice and Justices Ridley and Darling dated Dec 14, 1909 (Dec 21)  
 Ayres v Bond appl of pltf from Judgt of Justices Darling and Phillimore dated Dec 8, 1909 (Dec 24)  
 Clissold v Crutchley appl of pltf from judgt of Justices Darling and Phillimore dated Dec 7, 1909 (Dec 24)  
 Quintano v Petty and ors appn of deft Lee Dillon for judgt or new trial on appl from verdict and judgt dated Dec 10, 1909, at trial before Mr Justice Lawrence and a common jury Middlesex (Dec 30)  
 1910.

Morris v Carnarvon County Council appl of defts from judgt of Justices Darling and Phillimore dated Dec 8, 1909 (Jan. 6)  
 Moss v Elphinstone appn of pltf from judgt of Justices Darling and Pickford dated Dec 16, 1909 (January 10)  
 Clulee v Draysey appn of pltf for judgt or new trial on appl from verdict and judgt dated Nov 23, 1909, at trial before Mr. Justice Jeff and a common jury Birmingham (Jan 13)  
 Frances Bamfield v Goole and Sheffield Transport Co ld appn of defts from judgt of Mr Justice Walton without a jury Leeds dated Dec 14, 1909 (Jan 15)  
 Smith Advertising Agency v Johnston appl of deft from judgt of Mr Justice Bucknill without a jury Middlesex dated Nov 13, 1909 (Jan 20)  
 Kerrison v Glynn Mills Currie & Co appl of defts from judgt of Mr Justice Hamilton without a jury Middlesex dated Oct 28, 1909 (Jan. 27)  
 Webb v Grundler and anr appn of deft Grundler for judgt or new trial on appl from verdict and judgt dated Jan. 15, 1910, at trial before Mr Justice Ridley and a common jury Middlesex (Jan 27)

(To be continued.)

#### HIGH COURT OF JUSTICE—CHANCERY DIVISION. EASTER Sittings, 1910.

##### NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Motions, Petitions and Short Causes will be taken on the days stated in the Easter Sittings Paper.

Mr. Justice JOYCE will take his business as announced in the Easter Sittings Paper.

Liverpool and Manchester Business.—Mr. Justice Joyce will take Liverpool and Manchester business on Saturdays, the 9th and 23rd of April and the 7th of May.

Mr. Justice SWINFEN EADY will take his business as announced in the Easter Sittings Paper.

Mr. Justice WARRINGTON.—Except when other business is advertised in the Daily Cause List Mr. Justice WARRINGTON will sit for the disposal of His Lordship's Witness List daily throughout the sittings.

Mr. Justice NEVILLE.—Except when other business is advertised in the Daily Cause List Actions with Witnesses will be taken throughout the sittings.

Mr. Justice PARKER will take his business as announced in the Easter Sittings Paper.

Mr. Justice EVE.—Except when other business is advertised in the Daily Cause List, Actions with Witnesses will be taken daily throughout the sittings. During these sittings Mr. Justice EVE will sit each day until 4.30 p.m., except on Saturdays, when there will be no sitting. All Actions with Witnesses pending in the Liverpool and Manchester District Registries and set down for trial will be put into a separate list and proceeded with on a date hereafter to be fixed.

Summons before the Judge in Chambers.—Mr. Justice JOYCE, Mr. Justice SWINFEN EADY and Mr. Justice PARKER will sit in court every Monday during the sittings to hear Chamber Summons.

Summons adjourned into court and Non-Witness Actions will be heard by Mr. Justice JOYCE, Mr. Justice SWINFEN EADY and Mr. Justice PARKER.

##### NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Easter Sittings the Judges will sit for the disposal of Witness Actions as follows:—

Mr. Justice WARRINGTON will take the Witness List for WARRINGTON and PARKER, JJ.

Mr. Justice NEVILLE will take the Witness List for SWINDEN EADY and NEVILLE, JJ.

Mr. Justice EVE will take the Witness List for JOYCE and EVE, JJ.

##### CHANCERY CAUSES FOR TRIAL OR HEARING.

Set down to March 24th, 1910.

Before Mr. Justice JOYCE.

Retained by order.

Causes for Trial, with Witnesses.

Smith v Anglo-American Oil Co act (to be mentioned)  
 Reynolds v Ilchester act  
 Lane & Chaplin v Lane act pt hd (not before April 20)  
 Brilliant Sign Co (1907) 1d v Jones act  
 Manchester & Liverpool District Banking Co v Wood act  
 Rome v Stuart act  
 Cayford v Stevens act, counter-claim and m f j

Causes for Trial without Witnesses and Adjourned Summons.

In re The Aluminium Corp v Lloyd's Bank v The Company two adjd sumns  
 In re William Webb, dec Hart v Webb adjd sumns  
 In re Sinclair, dec Lawson v Sinclair adjd sumns  
 In re Taylor, dec Taylor v Taylor adjd sumns  
 Teale v Teale act without pleadings  
 In re Jessop, a solr, &c adjd sumns  
 In re Burr, dec Nelson v Burr adjd sumns  
 In re Broome, dec Watmough v Knott adjd sumns  
 In re Bealby, dec Hubbard v Rickatson adjd sumns  
 In re Alfred Caton, dec Caton v Valcher adjd sumns  
 In re The Bond Street Property Investment Co Cottrell v The Company adjd sumns  
 In re Butters Butters v Rayment adjd sumns  
 In re The Rev J O'Sullivan, dec O'Sullivan v Lynch adjd sumns  
 In re L W Campbell, dec Campbell v Campbell adjd sumns  
 In re Bradley Greaves v Watkin adjd sumns  
 In re H C Jobson, dec Jobson v Ladell adjd sumns  
 In re Comfort, dec Fuller v Bray adjd sumns  
 In re E N Denny, dec Aumonier v Attorney-Gen adjd sumns  
 In re Morris' Estate Johns v Mayer adjd sumns  
 Balston v Bayer adjd sumns  
 In re Jackson, dec Toon v Jackson adjd sumns  
 In re Thornton's Settlement McLeod v Thornton adjd sumns  
 In re Poore's Charity Charity Commr v Munday adjd sumns  
 In re Price, dec Price v Price adjd sumns  
 In re E S Claremont and In re The Trustee Act, 1893 adjd sumns  
 In re H C Trevanion's Trusts Trevanion v Lennox adjd sumns  
 In re Unite, dec Edwards v Harrison adjd sumns  
 In re O Olds' Estate Vokins v Vokins adjd sumns  
 In re Whitehouse, dec Brooks v Cockayne adjd sumns  
 In re Campbell, dec Burkinshaw v Seton adjd sumns  
 In re Burnham, dec Burnham v Scriven adjd sumns  
 In re Burnham, dec Wright v Burnham adjd sumns  
 In re Owen's Estate Stewart v Owen adjd sumns  
 In re Richards' Settlement Barrett v Upton adjd sumns

In re Morgan's Estate Davies v Morgan adjd sumns

Daniel v Coburn adjd sumns  
 In re McElligott's Estate Hodge v McElligott adjd sumns

In re Fryer, dec Fryer v Fryer adjd sumns

In re Isabella Graham, dec Graham v Graham adjd sumns

In re Josiah Vavasour's Trusts Frean v Webb adjd sumns

In re Fraser, dec Macrae v Francis adjd sumns

In re Innox Tannery Co Christopher v The Company adjd sumns

In re Stockham, dec Staby v Gardner adjd sumns

In re Cohen, dec Lawrence v Cohen adjd sumns

In re Lewis, dec Evans v Southey adjd sumns

In re Ross, dec Carment v Ross adjd sumns

In re Ireland, dec Gidley v The Dorcas Soc adjd sumns

Society of Architects v Kendrick adjd sumns

In re Allin, dec Ching v Aliin adjd sumns

In re Breeds & Co ld Clement v The Company adjd sumns

In re Cox & Jernan ld Causton v The Company adjd sumns

In re Treherne, dec Weldon v Treherne adjd sumns

In re Torr's Settlement Torr v Forester adjd sumns

In re Preston's Estate Preston v Preston adjd sumns

In re Davies, dec Evans v Davies adjd sumns

In re Dawson, dec Smith v Dawson adjd sumns

In re Armstrong, dec Major v Marchison adjd sumns

In re Shanks, dec Shanks v Shanks adjd sumns

##### Further Considerations.

Craven v Craven fur con and two adjd sumns

In re G Wearing, dec Wearing v Wearing fur con

Before Mr. Justice SWINFEN EADY.

Causes for Trial without Witnesses and Adjourned Summons.

O'Reilly v Bonney adjd sumns (to come on with fur con)

In re Shanahan's Trusts Shanahan v Shanahan adjd sumns

In re J P Robinson, dec Clarkson v Robinson adjd sumns (to come on with fur con)

In re John Harris, dec Harris v Harris adjd sumns (restored)

In re J Carpenter, dec Rees v Thomas adjd sumns

In re Llanover Herbert v Ram adjd sumns

In re Same Same v Same adjd sumns

Gill v J Stone & Co ld adjd sumns

In re the Trade Marks Act, 1905 In re Application of Carron Co motion

In re Butler's Estate Pollard v Seymour adjd sumns

In re Douglas' Trusts Douglas v Roberts adjd sumns

In re Jones Davies v Parry adjd sumns

In re Watkins' Settlement Wills v Spence adjd sumns

In re Silberhütte Supply Co Nixon v The Company adjd sumns  
In re Swann, dec Swann v Bowd adjd sumns  
Flemmer v Renwick adjd sumns  
In re Townshend's Settled Estates Townshend v Howard adjd sumns  
In re Girling, dec Arnott v Daniel adjd sumns  
In re Ashby's Estate Browne v Tanqueray adjd sumns  
In re Motor Industrial Engineering Co Id Calvert v The Company adjd sumns  
In re Gellibrand Peckham v Gellibrand adjd sumns  
W Toogood Id v Sanderson adjd sumns  
In re Stokes' Will Stokes v Wilson adjd sumns  
In re Leftwich, dec Spicer v Leftwich adjd sumns  
In re The Gloria Copper Mines (Spain) Id Toller v The Company m f j (short)  
In re Strachan, dec Baker v Redgrave adjd sumns  
In re Wrexham Parochial (Educational) Foundation Attorney-Gen v Denbighshire County Council adjd sumns  
In re the Application of Aktiebolaget, B A F Gorth & Co, for Registration of Trade Mark, No 312,277, and In re The Trade Marks Act, 1905 Motion  
Tunnicliffe v C Field & Co m f j In re B H Smith, dec Smith v Smith adjd sumns  
In re Edmunds, dec Simpson v Shotbolt adjd sumns  
In re Peek, dec Gard v Frean adjd sumns  
In re Johnston, dec Mills v Johnston adjd sumns

Further Considerations.

In re Hard, dec Whittle v Clarkson Hard v Clarkson  
In re Ashby, dec Brimson v Ashby

Companies (Winding Up) and Chancery Division.

Companies (Winding Up).

Petitions.

Ind, Cope & Co Id (petn of C Spalding) Same (petn of H. G De Costa) Same (petn of Shutters, Chippendales & Colyers Id s o from Jan 18, 1910, to the first Petition day in June, 1910)

British Aluminium Co Id (petn of Dick Kerr & Co Id) Same (petn of A Schonfield & Co s o from Mar 1, 1910, to May 3, 1910)  
West End Trust Id (petn of J W Coade s o from Mar 8 to April 6, 1910)

Kitson Empire Lighting Co Id (petn of W M Still & Sons Id s o from Mar 8 to April 6, 1910)

Henry Heath Id (petn of Johnson, Riddle & Co Id s o from Mar 15 to April 6, 1910)

Moorwood, Sons & Co Id (petn of Mather & Platt Id s o from Mar 15 to the last Petition day in July)

R Empson & Co Id (petn of Co-Partnership Id s o from Mar 15 to April 12, 1910)

British Submarine Boat Co Id (petn of P Buchler s o from Mar 15 to April 12, 1910)

"Vivid" Syndicate Id (petn of H F Duncombe s o from Mar

22 to the first Petition day in Trinity Sittings)  
Blanchards (London) Id (petn of Mappin & Webb (1908) Id s o from Mar 22 to April 6, 1910)  
Samson Leather Treads and Tyre Co Id (Guernsey) (petn of Manchester & Liverpool District Banking Co Id) Same (Court Sumns No 6—for leave to cross-examine s o from March 22 to April 6, 1910)  
General Finance and Credit Co Id (petn of J L C Thoms) Same (petn of L Eisler s o from Mar 22 to April 19, 1910)  
Ship Canal Works Id (petn of M E H Laborde)  
Rice Hamilton Exploration Syndicate Id (petn of Rhodesia Id)  
British Equitable Bond & Mortgage Corp Id (petn of M J Parker Manchester District Registry)  
Farrington & Co Id (petn of Harley, Paine & Stewart)  
Alta Gold Concessions Id (petn of Alfred Couldry & Co Id)  
Farrington & Co Id (petn of Associated Newspapers Id)  
Hyde Spinning Co Id (petn of J Berry Manchester District Registry)  
North West Shipping Co Id (petn of Prince Line Id)  
Cosmopolitan Publications Id (petn of J Makin & Son Id)  
General United Slate Co Id (petn of Lord Herbert Vane Tempest)

Chancery Division.  
Petition under Section 39 of the Companies Act, 1907.  
Oils & Merchandise (Africa) Id (on Mar 25, 1909, ordered to stand over generally)

Petition under Section 45 of the Companies (Consolidation) Act, 1908

Anglo-Egyptian Land Co Id (ordered on July 27, 1909, to stand over generally)

Petition (to confirm alteration to Memo. of Assoc.).

South Australian Land Mortgage and Agency Co Id and reduced

Petitions (to confirm reduction of Capital).

United Egyptian Lands Id and reduced

R White & Sons Id and reduced

Companies (Winding-up).  
Motion.

Alexandra Hotel Co (Saltburn-by-the-Sea) Id (for four day order for submission of account)

Companies (Winding-up) and Chancery Division.

Court Summons.

Commercial Industrial & Land Co of Egypt Id (for payment of dividend—ordered on Feb 1, 1910 to stand over generally)

C J Culliford & Sons Id Edwards v C J Culliford & Sons Id (for directions as to procedure—ordered on Feb 1, 1910 to stand over generally)

Progressive Asse Co Id (as to payment of life claim—ordered on Feb 1, 1910 to stand over generally)

Spanish Prospecting Co Id (for injunction—ordered on Feb 1, 1910 to stand over generally)

United Butter Companies of France Id (on claim of Thomas—with witnesses ordered on Feb 22, 1910 to stand over generally)  
Piccadilly Hotel Id Gunn and anr v Piccadilly Hotel Id (on priorities)

Before Mr. Justice WARRINGTON.  
Retained Matters.

Further Consideration.

In re W S Wheely dec Harward v Corrigan sumns to vary and fur con pt hd (fixed for April 5)

Causes for Trial (with witnesses).  
Collins v Stevens act (fixed for April 5)

Attorney-Gen at the relation of the Mayor, etc, of Holborn v The Chandos Land and Bldg Soc act pt hd (s o day to be fixed)

Motions.

Stancomb and ors v The Trowbridge Urban District Council (with witnesses) (fixed for April 5)

In re Shale Mining Co Urban v The Company

Adjourned Summons.

In re W A L Symons dec Boursof v Hall adjd sumns

In re Symons Trusts Cohen v Boursof adjd sumns

In re F Schlette Lumley v Schlette adjd sumns

In re G K Morgan, dec Dowson v Davey adjd sumns

In re Thomas Clayton, dec Clayton v Clayton adjd sumns

In re Hope's Settled Estates adjd sumns

In re Thursby's Settlement Grant v Littledale adjd sumns

In re Baiss, dec Baiss v Hough adjd sumns

Causes for Trial (with witnesses).  
Mendelssohn v Traies & Son (s o pending settlement)

The British Thomson Houston Co Id v Midland Ry Co

Vogt v Morse act (not before July 1)

Ker Seymer v Benett Stanford act (s o Trinity)

In re Stainsley, dec Bentley and ors v Whithfield act

Brinton v Homfray act

In re Catford Building Supply Assoc Id Measers v Catford Building Supply Assoc motion

London and Provincial Bank v Rowlands act

T Sudgen Id v Ferguson act and counterclaim

Babcock & Wilcox Id v The Water Tube Boiler and Engineering Co and ors act and counterclaim

Hudson v Stephenson act

In re Scott, dec Scott v Scott act

Powell v Spencer act

Moger v Miles act

Svoelman v Pharaoh act

Mansbridge v Butler act

Webb v Webb act and motion for judgment

Bawden v Bawden act

In the Matter of Letters Patent No. 28,807 of 1904, and in the matter of the Patents and Designs Act, 1907 petition with witnesses

Brailey v Rhodesia Consolidated Id (in liquidation) and Walter Winder act

Curzon v Leigh act

Reuter v Bradford Advance Co act

Johnson and ors v Grice and anr act

Friedeberger v Davies act

Hudson v Spencer act

Welsh v White act

Smith v Smith act

Phillips v Morford act Morford v Phillips by counterclaim

Butler v Rice and ors act

Cooke v Rigby act

Evans v Rees and anr act

Crawshay v Howell act and counterclaim

Barnett v The Mayor, Aldermen, etc., of the Borough of Woolwich act

Burdett-Coutts v Ridge Parish Council act

Young and anr v Toplis & Harding and ors act

In re Liebhaber's Patent No. 17,760 of 1903 and In re The Patents and Designs Act, 1907 ptin

Sham v Horzog act

Keary v Acme Tone Engraving Co act

Robert Green Id v Slater act

Smith v Aitken act

Thornton & Crebbin Id v A B C Cab Co Id act and counterclaim

Kegan Paul, Trench, Trübner & Co v Stanley Paul & Co act

Pierrepont v Dixon & British Diatric Manufacturing Co act

Pywell v James & Co act

Heavey v Cail act

Millard v Parker act

Phipos v Callegari act

Freeman v Robinson act

Hawd & Spicer Id v The Dix Record Co act

Price v Spode act

Shirreffs v Hooper act and m f j Dearden v Dearden act and counter-claim

Townend v McVittie act

Before Mr. Justice NEVILLE.

Retained by order.

Adjourned Summons.

In re Kimmond Field v Kimmond Murray v Dixon (s o)

In re James Johnston, dec Milla v Johnston

In re Steel's Trusts Bentley v Prince pt hd (s o)

Motions.

Samuel Allsopp & Sons Id v Reynolds

Kershaw v Reeser

Ibrahim v Hassan

Cohen v Josephson

Kingston v Gilligan

Petition.

Mitchell v Gale pt hd

Causes for Trial with Witnesses.

In re James Daniels, the elder, dec Weeks v Daniels act

Deterding v Dack act

Kock v Spauld act

Owen v Jones act

In re Hodgson Hodgson v Hodgson adjd sumns (with witnesses)

In re Crabtree, dec Thomas v Crabtree adjd sumns (with witnesses)

St Mungo Manufacturing Co v Viper Recovering Co act

Earl of Onslow v Grant act

Rhodesia Goldfields v Partridge act

Willmott v London Road Car Co act and counter-claim

Bacon v Walko act

Scrase v Pride act

Hauke Bros & Gibson v E Ashford & Co and In re Hauke Bros. & Gibson's Design, No 548,928, and In re the Patent & Designs Act, 1907 act and motion Encinillas Mines ld v Anglo-American Syndicate act Hopley v Tarvin Parish Council act and counter-claim Attorney-General v W H Smith & Son act Deans v Chambers act Henninge v Brambley act Swan v Loughran act and counter-claim Beatty v Courage act and counter-claim Thomas v Wintle act Powell v Hinckley act Brown v Hadingham act Serjeant v Serjeant act Betts v Selfridge act Same v Same act Bass v Berliner act and counter-claim Anderson v Bingham act H S Tosh & Co v Cooper act and counter-claim Cox v Vigers act Lancashire & Yorkshire Revolutionary Interest Co v Thornbury act Lovelock v Allee act Wayman v Seymour act In re Wm Brown, dec Ashbee v Brown act Butler v Wightman act Trafford v St Faith's Urban District Council act and counter-claim Whitehead v Bartlett act Thermos ld v Isola ld act Woolstanton United Urban District Council v Tunstall Urban District Council act Green v Mayor, &c of Hackney act In re Hanbury, dec Willoughby de Broke v Hanbury act Sprague v Abram act Fox v Astrachans ld act Palmer v Turner act Alexander v Tilley act Hunt v Hunt act South Eastern Ry Co v The Associated Portland Cement Manufacturers (1900) ld act

Before Mr. Justice PARKER.  
Retained Matters.

Causes for Trial with Witnesses. Causton v Rider and ors act and counter-claim Carnont v The Patriotic Investment Corp v and ors act Wetherley & Sons v The International Horse Agency and Exchange ld act (s o not before April 20) Hird v Ruskin College act In re The Trade Marks Act, 1905, and In the Matter of an Application, No 309,084, by the Gramophone Co ld act Iles v Besses o' th' Barn Old Band Union ld act (s o not before May 24) The Hopton Wood Stone Firms ld v J J Gething and anr act Hunt, Roope, Teage & Co v Ehrmann Bros act Mills and ors v Bourne act

Further Considerations. In re The One and All Sickness and Accident Assoc and In re the Trustee Act, 1893 Rossington v Trabben fur con In re Barrar & Co ld Ruck-Keene v Chaplin fur con

In re Gordon dec Gordon v Sharp fur con In the Estate of Johnson, dec (Lord Bishop of Colchester) Glyn v Richards fur con W J Smith ld v Garratt fur con and adjd sumns

Adjourned Summons. In re Sir Samuel Wilson, dec Wilson v Wilson adjd sumns Havana Cigar and Tobacco Factories ld v Tiffin (1905) ld adjd sumns In re J P Sawyer, dec In re E J Bray, dec Andrew v Pearn and ors adjd sumns In re Thomas Treweeke, dec Robinson v Robinson adjd sumns In re Thomas Uppington, dec Turnham v Coates adjd sumns In re Earnshaw, dec Cates v Earnshaw adjd sumns In re Alexander Whitehead, dec In re William Whitehead, dec Harrison v Whitehead adjd sumns

In re Ellen Russell Smith's Settlement. In re Trustee Act, 1893 In re Public Trustee Act, 1906 adjd sumns In re A A Spink, dec In re A A Freeman, dec Freeman v Freeman adjd sumns Kettlewell v Kettlewell adjd sumns In re S J Marchant, dec Weaver v The Royal Society for the Prevention of Cruelty to Animals adjd sumns In re Edmund Richards' Trusts Thomas v Westcott adjd sumns Mellor v Dunn two adjd sumns In re John McKie Elliott, dec Raven v Nicholson adjd sumns In re Baxter, dec Malling v Addison adjd sumns In re J Stevenson, dec Malkin v Goostrey adjd sumns In re O P Wethered, dec Wethered v Wethered adjd sumns W J Smith ld v Garratt adjd sumns with witnesses (to come on with fur con)

In re Thomas Willcox, dec McMichael v Gough adjd sumns In re Puxley's Settlement. In re the Settled Land Act. In re Puxley, an infant adjd sumns In re P Collings, a Sol, and In re Taxation of Costs adjd sumns In re Gibson Gibson v Norman adjd sumns In re Morrison Morrison v Morrison adjd sumns In re Wharton, dec Wharton v Wharton adjd sumns In re Charlotte Wharton Wharton v Burnley adjd sumns Cadman v Beardshaw adjd sumns In re Bush (the younger), dec Bush v Ward adjd sumns In re Hepburn, dec Hepburn v Hillier adjd sumns In re The Anterior (Matabele) Gold Mines ld Maddocks v The Company motn for judgt (short) In re Allistone, dec Allistone v Allistone adjd sumns In re Cook, dec Lacy v Benson adjd sumns

In re Mary Williams, dec Edwards v Williams adjd sumns Pinaud v Worner adjd sumns In re Wise, dec Galbraith v Hay adjd sumns In re Earl of Stamford and Warwington, dec Payne v Grey adjd sumns

In re Alice Adams' Charity Stock v Attorney-General adjd sumns In re Wilmer, dec Wingfield v Moore adjd sumns In re Savage, infants In re Peters, dec Peters v Wright adjd sumns

Before Mr. Justice EVE.  
Retained by Order.  
Motions.

Jowett v Progressive Assoc Co Chappell v Duveen In re Watkins Morris v Jones The Saccharin Corp ld v The National Saccharin Co ld motn and adjd sumns Miller v Barrow Same v Same Bechstein v Barker (April 6)

Petition.  
Ex parte The Penrith Urban District Council (Pattison's Mortgages) s o generally

Further Consideration.

In re Salmen Salmen v Abrahams fur con and sumns to vary

Adjourned Summons. In re Emil Gutmann, dec Ghideth v Morley adjd sumns In re Tweedie, dec Bishop v The Atlas Assoc Co adjd sumns In re Colbeck, dec Hall v Colbeck adjd sumns In re Elford Lewis v Elford adjd sumns In re J Grierson, dec In re M E Grierson, dec Clarke v Grierson adjd sumns In re Fish, dec In re F J Fish, dec Fish v Light adjd sumns In re Campsill, dec Reading v Hinde adjd sumns In re Maitland Dawes v Pickthall adjd sumns In re Slaughter Walton v Aitchison adjd sumns Garwood v Paynter adjd sumns Monckton v Gramaphone Co adjd sumns

In re Mayor and Corp of London Mayor and Corp of London v Great Western and Metropolitan Rys adjd sumns Causes for Trial (with witnesses). In re Toler, dec Toler v Rebow act Attorney-General v Andover Corp Wiseman v Patz act (s o for discovery) Smith-Bosanquet v Smith act In re Treherne Treherne v Treherne act (not before April 12) Barnett v Barnett act Convelas v Wilkinson act In re Pollard, dec Willison v Young act Attorney-General v East Surrey Water Co act

Morley v Smith act Baslow v Denholm act pt hd Stringer v Neely act (not before May 2)

Wilson v Kelland act Brook v Auty act Williams v Williams act Enever v Middleditch act and counter-claim (not before April 11) De Renzy v Galindez Bros act (fixed for April 28) In re Wilkinson Ratcliffe v Wilkinson act Davien v Hughes act Greenwood v The Rochdale Skating Rink Co ld act Ford v Rixon act Blanket v J. D. Pitcher & Son ld act Laskey v Skippon act and m f j Watts v Everett Press Manufacturing Co act Bechstein v Barker & Barker act and motion for attachment (advanced by order) (fixed for April 6)

Wisotzky v Goldstein act Frost v Richardson act Giles v Jackson act John & Rees v George act Elliott v Freeborn, Franklin & Co act In re Owen Evans, dec Hughes v Hughes act Richardson v Stuart act Stuart v Richardson act In re Howe, dec Wilkinson v Ferniehough act and counter-claim Shipley v Dallen act Fairhurst v Simon act In re Randall, dec Randall v Randall act Smith v Stamford, Spalding & Boston Banking Co act Kemball v Guilford act Thomas Jones v Albert Jones act London & North Western Ry v Howley Park Coal and Cannel Co act Hooper v Cozens act Steeden v Walden act Wells v Wells act Gardner v Kingston act Selfridge & Co ld v Todd & Crone act and counter-claim Gibbs and Plumbe act Pomery v Pomery act Moseley v The Koffyfontein Mines ld act Countess of Clancarty v McLean Myott act King v The Medway (Upper) Navigation Co act Andrews v Young act In re Wootten, dec Stimpson v Wootten act The Edinburgh Life Assoc Co v Jones act

LIVERPOOL AND MANCHESTER DISTRICT REGISTRIES,  
Merrick v Liverpool Corp act Albiston v Lees act

The Circuits of the Judges.

| SPRING ASSIZES,<br>1910. |          | NORTHERN.                     | NORTH-EASTERN. |
|--------------------------|----------|-------------------------------|----------------|
| Commission Days.         |          | Grantham, J.                  | Lawrance J.    |
| Monday                   | April 11 | Manchester<br>(Criminal only) |                |
| Monday                   | .. 25    | Liverpool<br>(Criminal only)  |                |
| Monday                   | May 3    | Leeds<br>(Criminal only)      |                |





MAYNARD, ROBERT, Eaglescliffe, Durham, Farmer May 2 Bainbridge & Barnley Middlesbrough  
 MILLER, EMILY, Upper Bedford pl, Russell sq May 6 Warburton, Gracechurch st  
 MOUSLEY, GEORGE JOSEPH, Harrow on the Hill, Builder May 5 Button & Co, Covent garden  
 NODAL, JOHN HOWARD, Heaton Moor, Lancs, Journalist May 3 Dixon & Co, Manchester  
 NORTH, WILLIAM MITCHELL, Barrow in Furness, Licensed Victualler April 18 Thompson, Barrow in Furness  
 OSBORNE, JOSEPH, Blackheath May 11 Barber & Co, Queen Victoria st  
 POWELL, WILLIAM, Oldbury, Worcester, Yeoman May 1 Wright & Hollins, Oldbury  
 RODDA, WILLIAM JOHN, Butte Silver, Bow County, Montana, Miner May 6 King & Co, Queen Victoria st  
 SCOTT, GEORGE, West Bradley, Somerset, Farmer May 7 Woodforde, Castle Cary, Somerset

SMITH, JANE, Northleach, Glos May 6 Kendall, Bourton on the Water  
 STUART, JAMES, Freckleton, nr Kirkham, Labourer May 2 Gaultier, Fleetwood  
 STUART, MARGARET, Whittingham Asylum, nr Preston May 2 Gaultier, Fleetwood  
 STUBBS, JOHN, Pickerington, Yorks, Joiner June 3 Sargent, Pickerington  
 TABBERER, BENJAMIN, Blackheath, Architect May 12 Hawes & Co, Gt Winchester  
 TEMMER, FRANCOIS BARNARD, Chalton st, Euston rd May 1 Hulbert & Co, Broad at bridge Liverpool st  
 WALKER, ELIZABETH, Kingston upon Hull May 16 Locking & Co, Hull  
 WATKINS, ALFRED, Middlesbrough, Watchmaker May 2 Punch & Robson, Middlesbrough  
 WRIGHT, ROBERT INKERMAN, Bristol, Licensed Victualler May 5 Atchleys, Bristol  
 WHITEHEAD, ELIZABETH, Harrogate May 2 Kirby & Son, Harrogate  
 WILKINSON, WILLIAM, Leeds, Corset Maker May 7 Craven & Clegg, Leeds

## Bankruptcy Notices.

*London Gazette.*—FRIDAY, April 1.

### RECEIVING ORDERS.

ANDREWS, GEORGE SAMUEL, Birmingham, Baker Birmingham Pet Mar 4 Ord Mar 30  
 ARNOLD, EDWIN WILLIAM, Weymouth, canvasser Dorchester Pet Mar 30 Ord Mar 30  
 ARNOLD, ROBERT, Ossett, Yorks, Innkeeper Dewsbury Pet Mar 16 Ord Mar 30  
 BOWING, FREDERICK, WALLACE, Westcott, nr Dorking, Surrey, Cycle Agent Croydon Pet Mar 30 Ord Mar 30  
 CAMPBELL, JAMES, Ilfracombe, Draper Barnstaple Pet Mar 30 Ord Mar 30  
 CLEMENTS, BENJAMIN SAMUEL, Lessingham, Norfolk, Grocer Norwich Pet Mar 30 Ord Mar 30  
 COX, EDGAR JOHN, Porthcawl, Glam Cardiff Pet Mar 24 Ord Mar 24  
 CURTIS, WILLIAM, GEORGE, Cheltenham, Greengrocer Cheltenham Pet Mar 30 Ord Mar 30  
 DAVIES, JOHN, Rawstorne st, Goswell rd, Dairyman High Court Pet Mar 3 Ord Mar 22  
 DAVIES, THOMAS, Boncath, Pembrokeshire, Seedsman Carmarthen Pet Mar 10 Ord Mar 30  
 DUNTON, CHARLES HENRY, Iver Heath, Bucks, Hay Carter Windsor Pet Mar 24 Ord Mar 24  
 EVANS, JOHN HAYWARD, West Bolton gins, South Kensington, High Court Pet Mar 24 Ord Mar 24  
 GODFREY, EDWARD HARRY, Walton on Thames, Grocer Kingston, Surrey, Pet Mar 30 Ord Mar 30  
 GOWER, AMOS, Tring, Herts, Licensed Hawker Aylesbury Pet Mar 29 Ord Mar 29  
 KNIGHT, FREDERICK CLAUDE, and ALFRED WILLIAM KNIGHT, Barnsley, Rent Collectors Barnsley Pet Mar 15 Ord Mar 30  
 McSWEENEY, PETER, Caroline at East, Manufacturer High Court Pet Mar 22 Ord Mar 24  
 MARKS, HERBERT TRISTRAM, Adolphe's rd, Finsbury pk, Mining Engineer High Court Pet Mar 11 Ord Mar 30  
 MASON, JOHN THOMAS, Turnpike in, Hornsey, Laundry Proprietor High Court Pet Feb 19 Ord Mar 23  
 MAY, ALFRED, Melinrythan, Neath, Glam, Tin Worker Neath Pet Mar 30 Ord Mar 30  
 MILES, WALTER JAMES, Northampton, Baker Northampton Pet Mar 30 Ord Mar 30  
 MORGAN, PHOT W., Gracechurch st, Stockbroker High Court Pet Mar 3 Ord Mar 23  
 NEWTH, FRED, Trowbridge, Wilts, Brush Manufacturer Bath Pet Mar 30 Ord Mar 30  
 PRICE, JOHN, Granville pl, Portman sq, Inspecting Engineer High Court Pet Feb 25 Ord Mar 23  
 SEATON, H. D., Tokenhouse bldgs, Lothbury, Stockbroker High Court Pet Jan 28 Ord Mar 24  
 SEDMAN, WILLIAM, Burniston, Yorks, Butcher Scarborough Pet Mar 30 Ord Mar 30  
 SIMONS, DAVID, Blaengwynn, Glam, Fan Attendant Neath Pet Mar 30 Ord Mar 30  
 STAMPER, GEORGE HENRY, Coningsby, Lincs, Joiner Lincoln Pet Mar 30 Ord Mar 30  
 SWINDELLS, JOHN, Saitley, Birmingham, Grocer Birmingham Pet Feb 26 Ord Mar 30  
 THOMAS, JOHN, Gowerton, Glam, Carpenter Swansea Pet Mar 30 Ord Mar 30  
 WESTMAOTT, Major HUGH RICHARD, Kensington Hallmans High Court Pet Feb 9 Ord Mar 24  
 WOODBRO, GEORGE, Pulham St Mary, Norfolk, Miller Ipswich Pet Mar 30 Ord Mar 30  
 WRIGHT, ROBERT WILLIAM JOHN, Great Yarmouth, Grocer Great Yarmouth Pet Mar 30 Ord Mar 30

### FIRST MEETINGS.

ALLEN, JOHN, Barnsley, Paper Merchant April 12 at 11 Off Rec, 7, Regent's st, Barnsley  
 BRIDLE, CHARLES HENRY, Ringwood, Southampton, Cabinet Maker April 12 at 12.30 Off Rec, City chmrs, Catherine st, Salisbury  
 DIXON, FRANCIS, Gateshead, Grocer April 9 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne  
 DAVIES, JOHN, Rawstorne st, Goswell rd, Dairyman April 11 at 11 Bankruptcy bldgs, Caret st  
 DEVONALD, THOMAS HENRY, Manthorpe, Pembrokeshire, Shipwright April 9 at 11 Off Rec, 4, Queen st, Carmarthen  
 EVANS, JOHN HAYWARD, West Bolton gins, South Kensington April 11 at 12 Bankruptcy bldgs, Caret st  
 FINLAY, WILLIAM JAMES, Felixstowe, Boarding House Keeper April 14 at 2.15 Off Rec, 36, Princes st, Ipswich  
 KNOTT, MELZA LOWE, Docking, Norfolk, Grocer April 11 at 12 Off Rec, 8, King's st, Norwich  
 McSWEENEY, PETER, Caroline at East, Manufacturer April 11 at 11 Bankruptcy bldgs, Caret st  
 MARKS, JOHN THOMAS, Turnpike in, Hornsey, Laundry Proprietor April 11 at 1 Bankruptcy bldgs, Caret st  
 MAY, ALFRED, Melinrythan, Neath, Glam, Tin Worker April 9 at 10.30 Off Rec, Government bldgs, St Mary's st, Swansea  
 MORGAN, PERRY, W., Gracechurch st, Stockbroker April 12 at 12 Bankruptcy bldgs, Caret st  
 PINCHES, WILLIAM HENRY, Sparkbrook, Birmingham, Grocer April 13 at 11.30 Ruskin chmrs, 191, Corporation st, Birmingham  
 PINNORN, HARRY WALTER, Winter av, East Ham, Essex April 14 at 11 Bankruptcy bldgs, Caret st  
 PRICE, JOHN, Granville pl, Portman sq, Engineer April 20 at 12 Bankruptcy bldgs, Caret st  
 READ, EDWIN ALDRIDGE, and STAFFORD LORD SIMMONDS, Blackfriars rd, Printers April 15 at 11 Bankruptcy bldgs, Caret st  
 RILEY, EDMONDSON, Salford, Pianoforte Dealer April 9 at 11 Off Rec, Byrom st, Manchester  
 ROHES, BEAUMARD, HENRICK, MacClefield st, Shaftesbury av, April 11 at 11.30 132, York rd, Westminster Bridge  
 ROWDEN, FREDERICK WILLIAM, Whitstable April 9 at 10.15 Off Rec, 65A, Castle st, Canterbury  
 SEATON, H. D., Tokenhouse bldgs, Lothbury, Stockbroker April 20 at 1 Bankruptcy bldgs, Caret st  
 SEDMAN, WILLIAM, Burniston, Yorks, Butcher Scarborough Pet Mar 30 Ord Mar 30  
 SIMONS, DAVID, Blaengwynn, Glam, Fan Attendant Neath Pet Mar 30 Ord Mar 30  
 SPINDLERAUMS, HENRY, Gt Eastern st, Photographer April 15 at 1 Bankruptcy bldgs, Caret st  
 STONE, WILLIAM, Llanelli, Carmarthenshire, Ship Chandler April 9 at 11.30 Off Rec, 4, Queen st, Carmarthen  
 THWAITES, GEORGE HAROLD, Folkestone, Ironmonger April 9 at 10.30 Off Rec, 65A, Castle st, Canterbury  
 VAUGHAN, DAVID, Cross Hands, Llanon, Carmarthen, Grocer April 9 at 12 Off Rec, 4, Queen st, Carmarthen  
 WESTMAOTT, Major HUGH RICHARD, Kensington Hallmans April 21 at 11 Bankruptcy bldgs, Caret st

WIGHT, JOHN, Newcastle on Tyne, Grocer April 9 at 12 Off Rec, 80, Mosley st, Newcastle on Tyne  
 WOOD, MARGARET, Whittingham Asylum, nr Preston May 2 Gaultier, Fleetwood  
 WOODBRO, GEORGE, Pulham St Mary, Norfolk, Miller April 14 at 2.30 Off Rec, 36, Princes st, Ipswich  
 WRIGHT, ELON, Bosset, Northampton, Farmer April 9 at 12 Off Rec, The Parade, Northampton

### ADJUDICATIONS.

ALLINSON, JOHN, Sturton, Lincs, Manager Lincoln Pet Mar 10 Ord Mar 30  
 ARNOLD, EDWIN WILLIAM, Weymouth, canvasser Dorchester Pet Mar 30 Ord Mar 30  
 BOWRING, FREDERICK WALLACE, Westcott, nr Dorking, Cycle Agent Croydon Pet Mar 30 Ord Mar 30  
 CAMPBELL, JAMES, Ilfracombe, Draper Barnstaple Pet Mar 30 Ord Mar 30  
 CLEMENTS, BENJAMIN SAMUEL, Lessingham, Norfolk, Grocer Norwich Pet Mar 30 Ord Mar 30  
 COX, EDGAR JOHN, Porthcawl, Glam Cardiff Pet Mar 24 Ord Mar 24  
 CURTIS, WILLIAM, GEORGE, Cheltenham, Greengrocer Cheltenham Pet Mar 10 Ord Mar 30  
 DAVIES, THOMAS, Boncath, Pembrokeshire, Seedsman Carmarthen Pet Mar 10 Ord Mar 30  
 EVANS, JOHN HAYWARD, West Bolton gins, South Kensington, High Court Pet Mar 24 Ord Mar 24  
 GOWER, AMOS, Tring, Herts, Licensed Hawker Aylesbury Pet Mar 29 Ord Mar 29  
 MAY, ALFRED, Melinrythan, Neath, Glam, Tin Worker Neath Pet Mar 30 Ord Mar 30  
 MILES, WALTER JAMES, Northampton, Baker Northampton Pet Mar 30 Ord Mar 30  
 NEWTH, FRED, Trowbridge, Wilts, Brush Manufacturer Bath Pet Mar 30 Ord Mar 30  
 OWENS, PAYNE HABSBURG, South Benfleet, Essex, Farmer Chelmsford Pet Feb 11 Ord Mar 23  
 PARKER, THOMAS, Great Canfield, Essex, Mechanical Engineer Chelmsford Pet Dec 2 Ord Mar 24  
 RUSSELL, AUGUSTUS, Wyvill rd, South Lambeth rd, Vauxhall, High Court Pet Feb 14 Ord Mar 24  
 SEDMAN, WILLIAM, Burniston, Yorks, Butcher Scarborough Pet Mar 30 Ord Mar 30  
 SIMONS, DAVID, Blaengwynn, Glam, Fan Attendant Neath Pet Mar 30 Ord Mar 30  
 STAMPER, GEORGE HENRY, Coningsby, Lincs, Joiner Lincoln Pet Mar 30 Ord Mar 30  
 SWINDELLS, JOHN, Saitley, Birmingham, Grocer Birmingham Pet Feb 26 Ord Mar 30  
 THOMAS, JOHN, Gowerton, Glam, Carpenter Swansea Pet Mar 30 Ord Mar 30  
 WATSON, JAMES HUMPHREY, Austin Friars, Stock Broker High Court Pet Nov 18 Ord Mar 30  
 WESTERN, COL JOHN SUTTON EDWARD, Bickenhall man, Marylebone rd High Court Pet Feb 19 Ord Mar 30  
 WOODBRO, GEORGE, Pulham St Mary, Norfolk, Miller Ipswich Pet Mar 30 Ord Mar 30  
 WRIGHT, ROBERT WILLIAM JOHN, Gt Yarmouth, Grocer Gt Yarmouth Pet Mar 30 Ord Mar 30

*London Gazette.*—TUESDAY, April 5.

### RECEIVING ORDERS.

BARFOOT, ENOS, Hastings, Grocer Hastings Pet April 2 Ord April 2  
 BROOM, EDWARD RICHARDS, Worthing, Licensed Victualler Brighton Pet Mar 31 Ord Mar 31  
 BURROWS, HERBERT WILLIAM, Harston, Cambs, Grocer Cambridge Pet Feb 16 Ord April 2  
 CARTON, HERBERT, Halifax, Confectioner Halifax Pet April 1 Ord April 1  
 CASE, HERBERT EDWARD, North Elmham, Norfolk, Farmer Norwich Pet April 1 Ord April 1

## THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1880.

### EXCLUSIVE BUSINESS—LICENSED PROPERTY.

#### SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 650 Appeals to Quarter sessions have been conducted under the direction and supervision of the Corporation.

*Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property. Settled by Counsel, will be sent on application.*

CLEMENS, FREDERICK THOMAS, Francis st, Chelsea High Court Pet April 1 Ord April 1  
 CLEMENTS, WILLIAM BLUET, Tything, Worcester, Motor Garage Proprietor Worcester Pet Mar 30 Ord Mar 30  
 COLLINS, WILLIAM ALBERT, Kingsland rd, Wholesale Upholsterer High Court Pet April 2 Ord April 2  
 DAVIES, EDGAR WALTER, Handsworth, Jeweller Birmingham Pet Feb 29 Ord April 1  
 DE RONDA, R. C., Finsbury pvt House High Court Pet Feb 22 Ord April 14  
 DRINKWATER, HARRY, Upton St Leonards, Gloucester, Miller Gloucester Pet April 1 Ord April 2  
 ELLIS, JOHN, Rusholme, Manchester, Clerk Salford Pet April 1 Ord April 1  
 FELTON, A., Brentford, Middlesex, Builder Brentford Pet Mar 5 Ord April 1  
 GAYFORD, ARTHUR, Needham Market, Suffolk, Fire Insurance Valuer Bury St Edmunds Pet Mar 31 Ord Mar 31  
 GOLDBLATT, LOUIS, Ebbs Vale, Mon, Draper Tredegar Pet Mar 5 Ord April 2  
 GOODMAN, WILLIAM, St Beward, Cornwall, Farmer Truro Pet April 1 Ord April 1  
 GRAHAM, JAMES GEORGE, Leeds, Musician Leeds Pet April 1 Ord April 1  
 GRIFFITHS, MARION CONSTANCE, Bournemouth, Costumier Poole Pet Mar 31 Ord Mar 31  
 JONES, CHARLES SHERIDAN, Great Ormond st, Journalist High Court Pet Mar 4 Ord April 1  
 KING, GEORGE, Treddrith, Merthyr Tydfil, Grocer Merthyr Tydfil Pet Mar 31 Ord Mar 31  
 LLEWELLYN, EVAN, Briton Ferry, Glam, Rollermer Neath Pet April 2 Ord April 2  
 MARTIN, NOEL, Worthing Brighton Pet April 2 Ord April 2  
 MORRALL, EDWARD, Minworth, nr Birmingham, Wine Merchant Shrewsbury Pet April 1 Ord April 1  
 MOUNTNEY, WALTER, Birmingham, Grocer Birmingham Pet April 1 Ord April 2  
 NAPPER, WILLIAM, Essex rd, Islington, Baker High Court Pet Mar 7 Ord Mar 30  
 ROBINSON, EMILY, Brighton, Fancy Draper Brighton Pet Mar 12 Ord Mar 31  
 ROSTON, JAMES EDWARD ANDREW, Oldham, Journeyman Plumber Oldham Pet Mar 30 Ord Mar 30  
 SEDGWICK, FREDERICK LOCKWOOD, Liverpool, Printer Liverpool Pet Mar 9 Ord April 1  
 SUMMERS, FRANK, and CHARLES ROWS, Barking rd, Plaistow High Court Pet Mar 31 Ord Mar 31  
 TUDDER, SAMUEL, Llanelli, Draper Carmarthen Pet Mar 15 Ord April 1  
 WAIT, GUILDFORD RUSSELL, Rotherhithe, Laundry Proprietor High Court Pet Mar 11 Ord Mar 31  
 WALKER, EMMA, Winchelsea, Sussex, School Proprietress Hastings Pet Mar 31 Ord Mar 31  
 WARD, EDMUND ALFRED, Warble Way, Acton, General Printer Pet Mar 31 Ord Mar 31  
 FIRST MEETINGS.  
 ALLINSON, JOHN, Sturton, Lincs, Manager April 21 at 12.30 Off Rec, 10, Bank st, Lincoln  
 ARNOLD, EDWIN WILLIAM, Weymouth, Canvasser April 14 at 1 Off Rec, City chmrs, Catherine st, Salisbury  
 ARNOLD, ROBERT, Ossett, York, Innkeeper April 14 at 11 Off Rec, Bank chmrs, Corporation st, Dewsbury  
 BARNARD, WILLIAM, Manchester, Furniture Dealer April 13 at 2.30 Off Rec, Byrom st, Manchester  
 BOLTON, JOHN, Bootle, Lancaster, Team Owner April 13 at 11 Off Rec, 35, Victoria st, Liverpool  
 BOWRING, FREDERICK WALLACE, Westcote, nr Dorking, Cycle Agent April 13 at 11.30 132, York rd, Westminster Bridge  
 BRICKWELL, CHARLES HENRY, Levenshulme, Lancs, Wheelwright April 15 at 3.15 Off Rec, Castle chmrs, 6, Verdon st, Stockport  
 BROOM, EDWARD RICHARDS, Worthing, Licensed Victualler April 14 at 10.30 Off Rec, 4, Pavilion bridge, Brighton  
 CARLTON, HERBERT, Halifax, Confectioner Halifax Pet April 1 Ord April 1  
 CLEMENTS, FREDERICK THOMAS, Francis st, Chelsea High Court Pet April 1 Ord April 1  
 CLEMENTS, WILLIAM BLUET, Tything, Worcester, Motor Garage Proprietor Worcester Pet Mar 30 Ord Mar 30  
 DAVIES, JOHN, Rawstorne st, Goswell rd, Dairymen High Court Pet Mar 2 Ord Mar 31  
 DE TESSCO, CHARLES ANTOINE ALPHONSE MARIE GHISLAIN HUTTENS, Bishopsgate st Without, Merchant High Court Pet Feb 15 Ord Mar 31  
 DUNTON, CHARLES HENRY, Iver Heath, Bucks, Hay Carter Windsor Pet Mar 24 Ord Mar 31  
 GAYFORD, ARTHUR, Needham Market, Suffolk, Fire Insurance Valuer Bury St Edmunds Pet Mar 31 Ord Mar 31  
 GOODMAN, WILLIAM, St Beward, nr Camelot, Cornwall, Farmer Truro Pet April 1 Ord April 1  
 GRAHAM, JAMES GEORGE, Leeds, Musician Leeds Pet April 1 Ord April 1  
 GRIFFITHS, MARION CONSTANCE, Bournemouth, Costumier Poole Pet Mar 31 Ord Mar 31  
 HOLFORD, HASTINGS, Woldingham, Surrey Croydon Pet Dec 10 Ord April 1  
 HUMPHREY, FRANCIS DRAKE, Franciscan rd, Tooting, Boot Dealer Wandsworth Pet Feb 9 Ord Mar 31  
 KING, GEORGE, Treddrith, Merthyr Tydfil, Grocer Merthyr Tydfil Pet Mar 31 Ord Mar 31  
 LLEWELLYN, EVAN, Briton Ferry, Glam, Rollermer Neath and Aberavon Pet April 2 Ord April 2  
 MARTIN, NOEL, Worthing Brighton Pet April 2 Ord April 2  
 MARTON, L. E., Carnforth, Lancaster Preston Pet Feb 15 Ord Mar 30  
 MOUNTNEY, WALTER, Birmingham, Grocer Birmingham Pet April 2 Ord April 2  
 OMEROD, RICHARD WADDINGTON, Cheetham, Manchester, Cabinet Makers Manchester Pet Mar 8 Ord April 1  
 ROSTON, JAMES EDWARD ANDREW, Oldham, Plumber Oldham Pet Mar 30 Ord Mar 30  
 SWINDELLS, JOHN, Saltley, Birmingham, Grocer Birmingham Pet Feb 26 Ord April 2  
 WALKER, EMMA, Winchelsea, Sussex, School Proprietress Hastings Pet Mar 31 Ord Mar 31  
 WARD, EDMUND ALFRED, Warble Way, Acton, General Printer Brentford Pet Mar 31 Ord Mar 31  
 WESTMACOTT, HUGH RICHARD, Kensington Hall mans, Major High Court Pet Feb 9 Ord April 1  
 WIGHT, JOHN, Newcastle on Tyne, Grocer Newcastle on Tyne Pet Mar 24 Ord Mar 31  
 WOOD, MARGARET, Tenby, Pembroke, Lodging House Keeper Pembroke Dock Pet Mar 24 Ord Mar 31  
 WRIGHT, ISAAC, Old Lea, Lincoln, Farmer Boston Pet Mar 9 Ord Mar 30  
 YEO, ALFRED BURNARD, South Lambeth rd, Dairy Engineer High Court Pet Jan 14 Ord April 1

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